



Board of County Commissioners Pre-Commission Meeting

August 20, 2024 | 5:00 PM

City Hall
700 Poplar Street
Macon, GA 31201

Mayor Lester M. Miller
Mayor Pro Tem Seth Clark
Commissioner Valerie Wynn
Commissioner Paul Bronson
Commissioner Elaine Lucas
Commissioner Mallory Jones
Commissioner Raymond Wilder
Commissioner Bill Howell
Commissioner Virgil Watkins
Commissioner Brendalyn Bailey

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. Approval of minutes from the August 6, 2024 Pre-Commission meeting
(Sponsored by: Lester M. Miller, Mayor)

3. New Alcohol Beverage Licenses

- a. BP Mart located at 4095 Pio Nono Avenue, Macon, GA (Sponsored by: Lester M. Miller, Mayor)
- b. Fyre Beverage Outlet DBA Macon Beverage Outlet located at 4580 Log Cabin Drive, Macon, GA (Sponsored by: Lester M. Miller, Mayor)
- c. Fiesta Beverage Outlet DBA Macon Beverage Outlet located at 3965 Arkwright Road, Macon, GA (Sponsored by: Lester M. Miller, Mayor)
- d. Jalapenos Cantina of Macon LLC DBA Jalapenos Cantina located at 458 2nd Street, Macon, GA (Sponsored by: Lester M. Miller, Mayor)
- e. Tenya One, LLC DBA Tenmii located at 6125 Bass Rd Ste 330, Macon, GA (Sponsored by: Lester M. Miller, Mayor)
- f. Sr 2490 LLC DBA Lo Lo Foodmart located at 2490 Pio Nono Ave, Macon, GA (Sponsored by: Lester M. Miller, Mayor)

- g. Beaute and LeBar Nail Lounge LLC located at 1625 Bass Rd., Ste 240, Macon, GA (Sponsored by: Lester M. Miller, Mayor)

4. Agreements

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Evidence Based Associates, LLC, In The Amount Of Up To \$220,143.00, For The Provision Of Functional Family Therapy Services For Juvenile Court, To Be Paid From Juvenile Justice Incentive Grant Funds (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into An Software Licensing Agreement With Environmental Systems Research Institute, Inc. For Arcgis Software Licenses In The Amount Of \$350,100.00 For Three Years, Payable At A Rate Of \$116,700.00 Per Year, From The I.T. Department Budget For Software Licenses (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into An Agreement With Tyler Technologies, Inc., For The Purchase Of Necessary Hardware And Licensing Fees For New World Execu Time Software In The Amount Of \$124,673.00, Payable From The I.T. Department Budget, Security & Infrastructure, Contract Labor – Contractual Services Line Item (Sponsored by: Lester M. Miller, Mayor)
- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute Professional Services Agreements With Various Professional Service Contractors For The Provision Of Services For The Macon Judicial Circuit Accountability Courts (Sponsored by: Lester M. Miller, Mayor)
- e. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Teeger Entertainment and Consultants In The Amount Of \$65,000.00 Per Year, For The Management Of Henderson Stadium, To Be Paid From The Recreation Department – Contractual Services Line Item (Sponsored by: Lester M. Miller, Mayor)

5. Appropriations

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize A Supplemental Appropriation In The Amount Of \$140,010.00 From General Fund – Fund Balance To The Engineering Department Budget – Professional Services Line Item For The Purpose Of Funding The Design And Planning Of Improvements Along Walnut Street Between Martin Luther King, Jr. Boulevard And Seventh Street; To Authorize The Mayor To Enter Into A Professional Services Agreement With BTBB, Inc., For The Design And Development Of The Improvements To Be Made Along Walnut Street (Sponsored by: Lester M. Miller, Mayor, Paul Bronson, Commissioner)
- b. An Ordinance Of The Macon-Bibb County Commission To Authorize A Supplemental Appropriation In The Amount Of \$342,500.00 From General Fund – Fund Balance To The Intergovernmental – Health & Welfare MBC Transit Line

Item For The Purpose Of Providing Funding To Macon Transit Authority For Increased Insurance Costs (Sponsored by: Lester M. Miller, Mayor)

- c. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of \$500,000.00 In American Rescue Plan Act Funds For The Purpose Of Providing Funding For The Macon Mental Health Matters Program (Sponsored by: Lester M. Miller, Mayor, Seth Clark, Mayor Pro Tem, Paul Bronson, Commissioner, Brendalyn Bailey, Commissioner, Elaine Lucas, Commissioner)

6. Qualifying Fees for Special Election

- a. A Resolution Of The Macon-Bibb County Commission To Set The Qualifying Fees For The Special Election To Fill The Unexpired Term Of Dr. Anissa Jones Representing District 1 (Sponsored by: Lester M. Miller, Mayor)

7. Executive Session

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against Macon-Bibb County or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1); Entering into an option to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(E); and Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. § 50-14-3(b)(2);

**MINUTES OF THE
MACON-BIBB PRE-COMMISSION MEETING MEETING
August 6, 2024 – 5:00 PM
City Hall
(Commission Chamber)**

The Pre-Commission Meeting of the Macon-Bibb County Commission was held on August 6, 2024 at 5:00 PM in the Commission Chamber at the Government Center.

COMMISSION MEMBERS PRESENT

Mayor Lester M. Miller
Mayor Pro Tem Seth Clark
Commissioner Valerie Wynn
Commissioner Paul Bronson
Commissioner Elaine Lucas
Commissioner Mallory Jones
Commissioner Raymond Wilder
Commissioner Bill Howell
Commissioner Virgil Watkins
Commissioner Brendalyn Bailey

STAFF PRESENT

Keith Mofett, County Manager
Janice Ross, Clerk of Commission
Julie Moore, Assistant County Manager
Alex Morrison, Dir. Planning & Public Spaces
Michael McNeill, Chief Asst. Co. Attorney
Sara Davis, Asst. Co. Attorney
Andreanna Beavers, Asst. Co. Attorney
Frank Howard, Asst. Co. Attorney
Chris Floore, Communications
Olivia Waters, Communications
Edna Adams, Communications

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. From the July 16, 2024 Pre-Commission Meeting (Sponsored by:)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Wynn and carried unanimously, the minutes from the July 16, 2024 Pre-Commission Meeting were approved.

3. New Alcohol Beverage Licenses

- a. Bloomfield Grocery located at 4175 Bloomfield Road, Macon, GA
Legal recommends denial. The business self-identifies as a Food Mart. However, upon inspection by Code Enforcement, the business is operating as a Vice Mart. Additionally, the business location does not meet the distance requirements of Sec. 4-122 because it is located within 100 yards of a church or church grounds.

(Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Commissioner Bailey and carried unanimously, the Bloomfield Grocery located at 4175 Bloomfield Road, Macon, GA application for a new alcohol beverage license was denied based on the business is operating as a Vice Mart.

Legal recommends denial. The business self-identifies as a Food Mart. However, upon inspection by Code Enforcement, the business is operating as a Vice Mart. Additionally, the business location does not meet the distance requirements of Sec. 4-122 because it is located within 100 yards of a church or church grounds.

- b. Family Super Market d.b.a. Family Super Market

License was presented to the Commission on July 16, 2024 and did not received five votes for approval.

License was presented to the Commission on February 6, 2024. A motion was made to approve but it died for lack of a second.

(Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Howell, seconded by Commissioner Lucas and by a vote of 8 to 1 with Mayor Miller, Mayor Pro Tem Clark, Commissioner Wynn, Commissioner Lucas, Commissioner Wilder, Commissioner Howell, Commissioner Watkins, Commissioner Bailey casting the affirmative votes and Commissioner Bronson casting the dissenting vote, the new alcohol beverage license for Family Super Market d.b.a. Family Super Market was approved.

License was presented to the Commission on July 16, 2024 and did not received five votes for approval.

License was presented to the Commission on February 6, 2024. A motion was made to approve but it died for lack of a second.

- c. Club Dream located at 840 Martin Luther King, Jr. BLVD, Macon, ga

County Attorney recommends approval.

Change of ownership of existing club / lounge (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Lucas, seconded by Commissioner Watkins and carried unanimously, the Club Dream located at 840 Martin Luther King, Jr. BLVD, Macon, Ga new alcohol beverage license was approved.

County Attorney recommends approval.

Change of ownership of existing club / lounge.

4. Abandonment of Right of Way

- a. A Resolution Of The Macon-Bibb County Commission To Authorizing The Mayor To Close And Abandon Certain Portions Of Unnamed Right-Of-Way Running Through The Macon-Bibb City Hall Parking Lot, Including Extended Right-Of-Way Space Of Plum Street, And To Remove Such Paths From The Official Road Map Of Macon-Bibb County; (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Miller, seconded by Mayor Pro Tem Clark and carried unanimously, the Resolution Of The Macon-Bibb County Commission To Authorizing The Mayor To Close And Abandon Certain Portions Of Unnamed Right-Of-Way Running Through The Macon-Bibb City Hall Parking Lot, Including Extended Right-Of-Way Space Of Plum Street, And To Remove Such Paths From The Official Road Map Of Macon-Bibb County was approved.

5. Agreements

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into A Construction Agreement With Stafford Builders & Consultants, Inc., In An Amount Not To Exceed \$2,578,105.00 For The Construction Of Renovations & Improvements To Rosa Parks Square, To Be Paid By The Rosa Parks Square Fund (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Lucas and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into A Construction Agreement With Stafford Builders & Consultants, Inc In An Amount Not To Exceed \$2,578,105.00 For The Construction Of Renovations & Improvements To Rosa Parks Square, To Be Paid By The Rosa Parks Square Fund was approved.

6. Eagle Scout Project

- a. A Resolution Of The Macon-Bibb County Commission Authorizing And Accepting The Repair Of A Bridge Along Theron Ussery Trail As An Eagle Scout Or Boy Scout Project, With The Cost To Be Borne By And The Repairs To Be Completed By Boy Scouts Of America (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Wynn and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing And Accepting The Repair Of A Bridge Along Theron Ussery Trail As An Eagle Scout Or Boy Scout Project, With The Cost To Be Borne By And The Repairs To Be

Completed By Boy Scouts Of America was approved.

7. Executive Session

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against Macon-Bibb County or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1); Entering into an option to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(E); and Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. § 50-14-3(b)(2);

On motion of Commissioner Wynn, seconded by Mayor Pro Tem Clark and carried unanimously, the Executive Session for items listed above.

8. Agreement with Bibb County School District and Central Ga Joint Development Authority

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Intergovernmental Agreement Between Macon-Bibb County, Bibb County School District, And The Central Georgia Joint Development Authority Regarding The Distribution Of Pilot Payments For “Project Bess” (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Miller, seconded by Commissioner Bronson and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Intergovernmental Agreement Between Macon-Bibb County, Bibb County School District, And The Central Georgia Joint Development Authority Regarding The Distribution Of Pilot Payments For “Project Bess” was approved

9. County Engineer

- a. A Resolution To Appoint John Hayes as County Engineer (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Miller, seconded by Commissioner Wilder and carried unanimously, the Resolution To Appoint John Hayes as County Engineer was approved.

10. Settlement Agreement

On motion of Commissioner Jones, seconded by Commissioner Bailey and carried unanimously, the Settlement Agreement was added to the agenda.

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize A Supplemental Appropriation In The Amount Of \$500,000.00 From General Fund - Fund Balance To The County Attorney's Office Budget-Judgments And Losses Line Item For The Purpose Of Paying For The Settlement Of Legal Claims Made By Ashley Stillwell Against Macon-Bibb County Arising Out Of A 2019 Vehicle Accident, As Specified Herein; To Authorize The Mayor To Execute Any Necessary Settlement Agreements As Needed (Sponsored by:)

On motion of Commissioner Wynn, seconded by Commissioner Howell and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Authorize A Supplemental Appropriation In The Amount Of \$500,000.00 From General Fund - Fund Balance To The County Attorney's Office Budget-Judgments And Losses Line Item For The Purpose Of Paying For The Settlement Of Legal Claims Made By Ashley Stillwell Against Macon-Bibb County Arising Out Of A 2019 Vehicle Accident, As Specified Herein; To Authorize The Mayor To Execute Any Necessary Settlement Agreements As Needed was approved.

Respectfully Submitted:

Janice S. Ross, CMC
Clerk of the Commission



Georgia Department of Revenue

Department of Revenue Alcohol License Application

DOR Alcohol License Application

Business Information

Business Name: MUMTA 1 LLC
 DBA Name: BP MART
 Business Type: Subchapter S Corp.

Address Information

Location Address: 4095 PIO NONO AVE MACON GA 31206-3097

Alcohol License Information

License Type: Retail
 Start Date: 04-23-2024
 Beer: Yes
 Wine: Yes
 Liquor: No
 Airline or Railway Carrier: No
 Local Jurisdiction Type: County
 Local Jurisdiction: BIBB
 Arrest History: No

Local License / Fees	Fee Amount
Malt Packaged to Go	\$800.00
Wine Packaged to Go	\$700.00
	\$1,500.00

Licensee Information

Licensee Type: Business
 Licensee Name: PATEL, MUMTABEN

Additional Information

Primary NAICS: 447110

Officers	Officer or Responsible Party
PATEL, MUMTABEN	Both
PATEL, MUMTABEN	Both



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

☐ *Distilled Spirits Packaged to Go	\$2,900	☒ *Malt Packaged to Go	\$800	☒ Wine Packaged to Go	\$700
☐ *Distilled Spirits C.O.P.	\$2,900	☐ *Malt C.O.P.	\$800	☐ Wine *C.O.P.	\$700
☐ *Distilled Spirits Wholesaler	\$3,600	☐ *Malt Wholesaler	\$1,000	☐ Wine Wholesaler	\$800
☐ *Distilled Spirits Manufacturers	\$4,300	☐ *Malt Manufacturer	\$2,500	☐ Wine Manufacturer	\$1,700
☐ Brewpub	\$2,500	☐ Out-of-Town Wholesaler	\$100	☐ Brown Bag	\$0
☐ Malt Beverage Taproom	\$2,500	☐ Cocktail Room	\$2,500	☐ Alcohol Beverage Caterer	\$600
				☒ Temporary Alcohol License	\$100
_____ Please check here if you are applying for a Business Continuation License. Business Continuation License 25% of applicable fees					
*Distilled Spirits (Liquor)		☒ *Malt (Beer)		*C.O.P. (Consumed on Premise)	

A BUSINESS LICENSE IS REQUIRED BEFORE AN ALCOHOL LICENSE MAY BE ISSUED.

\$ 1600 Alcohol License Fees + \$400 Application Fee = Total \$ 2000

Agent Information

1. Agent/Owner(s) must complete and sign the Name-Based Criminal History Record Information Consent Form.
2. Provide an Unexpired Identification Card issued by Any U.S. State or United States government, bearing a current photograph of the applicant.
3. Agent/Owner(s) Must be Fingerprinted once application & fees are completed and paid unless such individuals currently hold one or more categories of alcohol license(s) in goodstanding.
4. Proof of Alcohol Handler's Permit from Agent and Owners.
5. Complete (S.A.V.E.) Systematic Alien Verification for Entitlements O.C.G.A. § 50-36-1 (e) (2) Affidavit.

Location/Business Information

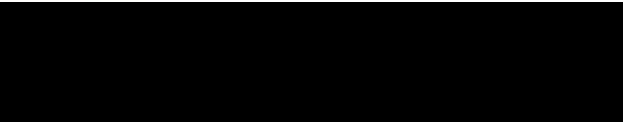
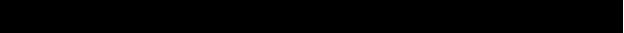
6. Affidavit of Intent to Sale Alcohol from the Macon Telegraph Newspaper.
7. If any business entity other than Sole Ownership...Must submit a copy of the GA Secretary of State's Business information Record.
8. If NON-PROFIT entity...Proof of Non-Profit Status.
9. Planning and Zoning Compliance Form.
10. Original Affidavit from the Macon-Bibb County Engineer's Department.
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

Business Continuation

12. Please provide a list of the current, valid licenses issued to the named business; A record showing that all business license fees owed on the existing business have been fully paid, or a receipt showing payment thereof.
13. A statement, signed by the applicant, swearing, or affirming that the applicant has recently purchased the named business, or has a bona fide expectation of purchasing the named business soon; and
14. A record showing that all property taxes to date owned on the property have been fully paid, or a receipt showing payment thereof.

Select One: ☒ New Business ☐ Change of location ☐ Change of Business

BUSINESS

Federal Tax ID #: 92-1170177 State Tax ID #: 20282284784
 Business Name: BP MART Corporate and TradeName: Mumta 1 LLC
 Local Business Address: 4095 Pio Nono Avenue, Macon, GA, 31206
 (P.O. Box Not Allowed) City State Zip
 Mailing Address: 4095 Pio Nono Avenue Macon GA 31206
 (City State Zip)
 Local Business Phone #: (478) 319 8598 Email Address: 
 Contact Person: Ricky Patel Contact Phone #: 

AGENT

Agent's Name: Mumtaben Patel Agent's Title: Owner
 Date of Birth:  Social Security Number: 
 Home Address: 
 Home Phone #:  Email: 
 Mailing Address: 4095 Pio Nono Avenue City: Macon State: GA Zip: 31206

INDIVIDUAL/OWNER INFORMATION

Will the Agent named above also serve as the Applicant of this license? ☒ Yes ☐ No If no, complete the following:
 Owner/Individual's Name: _____ Title: _____
 Home Address: _____ City: _____ State: _____ Zip: _____
 Home Phone #: _____ Email: _____
 Mailing Address: _____ City: _____ State: _____ Zip: _____

Rev. 08/23

Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the Bibb County Sheriff's Office to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

Full Name (print): <u>Mumtaben M. Patel</u>			
Home Address: [REDACTED]			
Sex	Race	Date of Birth	Social Security Number
<u>Female</u>	<u>Asian</u>	[REDACTED]	



This authorization is valid for 90/180/ 90 (circle one) days from date of signature.



I, Mumtaben M. Patel, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

M.M. PATEL
Signature

02/12/2024
Date

*****Include a copy of your valid State/Government issued identification*****

Date of Inquiry: _____ Time of Inquiry: _____ Operator's Initials: _____

Purpose Code used: (check one)

☐	Employment (E) – Provides Georgia Criminal History Record Information
☐	Employment with Mentally Disabled (M) – Provides Georgia Criminal History Record Information
☐	Employment with Elder Care (N) - Provides Georgia Criminal History Record Information
☐	Employment with Children (W) - Provides Georgia Criminal History Record Information
☐	Public Records (P) – Provides Georgia Felony Convictions Only

The inquiry resulted in the following: (check all that apply)

☐	No Georgia CHRI results available.
☐	Georgia CHRI attached/released

☐	No NCIC/GCIC Warrant results available.
☐	Possible NCIC/GCIC Warrant. Contact Agency listed below.
Wanting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title

Date

MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
O.C.G.A. § 50-36-1 (e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United States citizen 18 years of age or older. **Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.**

- 2) ✓ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. **Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.**

Please check only one option above and submit the required documents with your application.
Please note that the failure to do so will result in a processing delay.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

BusinessName: BP Mart # Mumta I LLC

Printed Name of Applicant: Mumtaben M. Patel

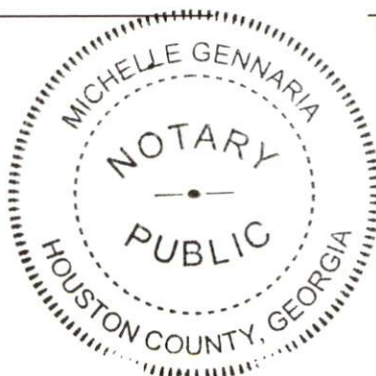
*Signature of Applicant: M.M. PATEL

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 14th DAY OF February, 2024

[Signature]
 NOTARY PUBLIC

July 29, 2025
 MY COMMISSION EXPIRES





Applicant Status: Deferred Action - Temporary Employment Authorized

SAVE Response Details

Case Verification Number

0024117183837WX

Employment Authorization Document (EAD) Expiration Date

10/31/2026

Provision of Law Code

C14

Agency Submitted Details

Full Name

Mumtaben M Patel

Date of Birth

[REDACTED]

Alien Number

[REDACTED]

Initiated On

04/26/2024

Initiated By

JREN0851

Point of Contact Name

Jennifer Renfro

MEASUREMENT FORM

Retail Sales of Wine and Malt Beverages Packaged to Go Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122

APPLICANT: MUMTABEN M PATEL

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 4095 PIO NONO AVE.

BUSINESS NAME: BP MART # MUMTA 1 LLC

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.
☒ X Comply ☐ Does not Comply

2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.
☐ Comply ☐ Not Applicable ☒ X Unknown

3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.
☐ Comply ☐ Complies , but does not comply with other restrictions
☒ X Not Applicable

By: F. Charles Brooks
 F. Charles Brooks, Macon-Bibb County Engineer

Date: 1-31-2024

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office.

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.

OR

Package Sale to Go (Convenience Store)

300' from business building corner to nearest corner of school ground, school building, college campus, alcoholic treatment center, public library, Macon-Bibb County Housing Authority unit, church or church grounds or Macon-Bibb County recreation area.

If applying location is identified as a "Small Box Retail Store, Small Box Discount Store or Vice mart", it must be 2500' from other similarly classified stores.

JCB

(Revised 8-23-2023) PJH

BP Mart
#4095 Pio Nono Ave.
5,500' — SCHOOL GROUND property line
Bruce Elementary
5,600' — SCHOOL BUILDING
Bruce Elementary
8,350' — COLLEGE CAMPUS property line
Central Georgia Technical College
24,400' — ALCOHOLIC TREATMENT CENTER building
River Edge - Emory Hwy.
3,600' — PUBLIC LIBRARY or BRANCH building
Bloomfield Library
5,300' — MACON-BIBB COUNTY HOUSING AUTHORITY property
Pendleton Homes
410' — CHURCH (building)
Walking in Grace Fellowship
410' — #4033 Pio Nono Ave.
CHURCH GROUNDS
Walking in Grace Fellowship
1,700' — M-B COUNTY RECREATION CENTER property
Bloomfield - Gilead Recreation Center
N/A — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')
Applicant self-identifies as a:
"Gas Station"

OK!
Paul J. Hornowski
January 30, 2024

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
114550	515800	Print Legal Ad-IPL01577240 - IPL0157724		\$46.36	1	28 L

Attention: BP MART

BP MART MUMTA 1 LLC
1401 ROCKY CREEK RD
MACON, GA 31206

mumtabenpatel85@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR BEER/WINE/Packaged to go

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the February 8, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as MUMTA 1 LLC/BP Mart, 4095 PIO NONO AVE MACON, GA 31206-3097. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This February 1, 2024. Mumtaben M Patel, Applicant
IPL0157724
Feb 1,8 2024

To Whom It May Concern:

This is to certify the legal advertisement in the above stated case was published in The Telegraph legal section on:

2 insertion(s) published on:

02/01/24, 02/08/24

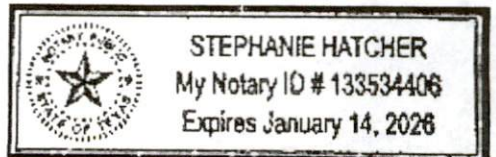
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 12th day of February in the year of 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



MACON-BIBB COUNTY
Planning & Zoning

Macon-Bibb Planning & Zoning Commission
Terminal Station | 200 Cherry Street, Suite 301
Macon, Georgia 31201 | MBPZ.org

Zoning Compliance

PERMIT NO: ZC-2022-1300	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 01/30/2024
ISSUED TO NAME:	Mumtaben Patel	
	Mumta 1, LLC DBA BP Mart	
OWNER'S NAME:	PATEL HARSHIDABEN B	
PROPOSED USE:	Change of ownership C-store with fuel sales and alcohol ptg	
ADDRESS OF PROPOSED USE:	4095 Pio Nono Ave AKA 1401 Rocky Creek Rd	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	O102-0050	ZONING DISTRICT: C-4

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application and ZC-2021-0363, approval is granted to change ownership of a convenience store with fuel sales and alcohol packaged to go; No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area as utilized by amusement machines or their patrons; should they occupy more than this, a conditional use for an amusement facility is required. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Any permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, the zoning permit must be displayed on the premises together with the business license.

NOTE: IF CONSTRUCTION OR USE HAS NOT BEGUN BY 01/30/2025 THIS PERMIT IS NULL & VOID

APPROVED BY: Thomas Neaves

NOTICE

This permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, this zoning permit must be displayed on the premises together with the business license. This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, the Macon-Bibb County Engineering Department, the Macon-Bibb County Fire Department, the Macon-Bibb County Traffic Engineering Department, the Macon Water Authority, the Office of Building and Fire Safety, and any other governmental agency whose regulations may be applicable. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb County Planning and Zoning Commission. Permits are specific to the property for which the permit is issued as well as the person to whom it is issued. Other than permits for single family homes or duplexes, any change in the person engaging in the use allowed by such permit shall require that the new person engaging in such use file a change of ownership form with the Commission, provided that change of ownership forms shall not be required for variances or certificates of appropriateness. The new holder of any permit shall be subject to all conditions attached to the original permit.

Control Number : 22246324

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

MUMTA 1 LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **11/25/2022** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **11/29/2022**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 11/25/2022 4:35:13 PM

BUSINESS INFORMATION

CONTROL NUMBER	22246324
BUSINESS NAME	MUMTA 1 LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	11/25/2022

PRINCIPAL OFFICE ADDRESS

ADDRESS	1401 ROCKY CREEK RD, MACON, GA, 31206, USA
---------	--

REGISTERED AGENT

NAME	ADDRESS	COUNTY
MUMTABEN PATEL	1401 ROCKY CREEK RD, MACON, GA, 31206, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
MUMTABEN PATEL	ORGANIZER	203 OLD BRIDGE RD, WARNER ROBINS, GA, 31088, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	MUMTABEN PATEL
AUTHORIZER TITLE	Organizer

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed
Secretary of State
Filing Date: 01/24/2024 15:13:51

BUSINESS INFORMATION

BUSINESS NAME : MUMTA 1 LLC
CONTROL NUMBER : 22246324
BUSINESS TYPE : Domestic Limited Liability Company
ANNUAL REGISTRATION PERIOD : 2024

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 1401 ROCKY CREEK RD, MACON, GA, 31206, USA
REGISTERED AGENT NAME : MUMTABEN PATEL
REGISTERED OFFICE ADDRESS : 1401 ROCKY CREEK RD, MACON, GA, 31206, USA
REGISTERED OFFICE COUNTY : Bibb

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 4095 PIO NONO AVE, MACON, GA, 31206, USA
REGISTERED AGENT NAME : MUMTABEN PATEL
REGISTERED OFFICE ADDRESS : 4095 PIO NONO AVE, MACON, GA, 31206, USA
REGISTERED OFFICE COUNTY : Bibb

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : MUMTABEN PATEL
AUTHORIZER TITLE : Organizer

Ownership Disclosure Form

A separate copy of this form must be completed for each individual who has a disclosable interest in the business.

Business:

Trade Name: BP MART Name of Corporation: Mumta 1 LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: Mumtaiben Patel owner Telephone Number: [REDACTED]

Date of Birth: [REDACTED] Social Security Number: [REDACTED]

Residential Street Address: [REDACTED]

Mailing Address: 4095 Pio Pono Ave Macon GA 31206

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLLP)
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ___% of all outstanding general partnership interests.
- ☒ Limited Liability Company (LLC)
 - ☐ Managing Member, Total number of Managing Members: 1
 - ☐ Member holdings 100% of all outstanding membership interests
- ☐ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes ___ No ___
 - ☐ Shareholder holding ___% of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Mumtaben Last Name: Patel

Home Address: [REDACTED]

Home Phone #: [REDACTED] Email: [REDACTED]

Date of Birth: [REDACTED] Social Security Number: [REDACTED]

Mailing Address: 4095 Pio Nono Avenue City: Macon State: GA Zip: 31206

- ☐ A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- ☐ An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- ☐ Current color photograph of applicant
- ☐ \$25 money order, cashier check, check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

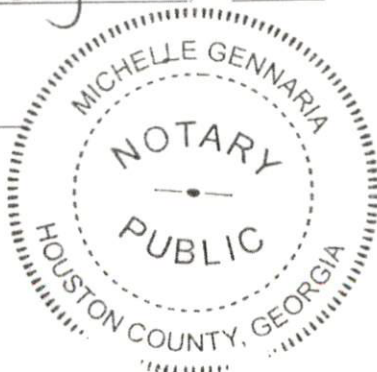
M.M. PATEL
Applicant's Signature

02/12/2024
Date

I hereby certify that Mumtaben Patel signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 12th day of February, 20 24

[Signature]
NOTARY PUBLIC



July 29, 2025
MY COMMISSION EXPIRES



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

MUMTABEN M PATEL

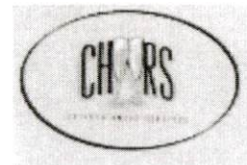
Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2022-12-29

Serial No.

cert_0qgvr8mv





Mumtaben Patel



AH001332

ALCOHOL HANDLER

EXP: 12/31/2024

COMMERCIAL LEASE CONTRACT

THIS COMMERCIAL LEASE CONTRACT (the "Lease"), made this 01th day of January of 2023 between CORNER 2020 LLC first party (hereinafter called "Landlord") and MUMTA I LLC DBA Bp Mart, second party (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, this Lease amends, replaces and supersedes all previous agreements for possession of the Premises, as hereinafter defined;

WHEREAS, this Lease shall be the sole agreement between the Landlord and Tenant as to the possession of the Premises;

THAT, in consideration of the mutual covenants contained herein, the parties have agreed as follows:

PREMISES AND RENT: The Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, provided for and contained, to be paid kept and performed by the Tenant, has leased and rented, and by these presents leases and rents unto the said Tenant, and said Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called "Premises"), to wit:

4095 Pio Nono Ave,
Macon, GA 31206

for the term of five (5) years commencing on the 01th day of January, 2023 and ending on the 31th day of December, 2027 for which the Tenant agrees to pay **Landlord, by direct deposit into that certain account to be provided by Landlord**, on the first of each rental month, in advance, a monthly rental of: Twelve Thousand Five Hundred and No/100 Dollars (\$12,500.00) per month for the lease term.

The Lease term may be extended for as many as two (2) additional terms of five (5) years each. Said extensions shall occur automatically unless Tenant provides express notice to Landlord prior to the date occurring sixty (60) days prior to the expiration of any term indicating Tenant will not extend, or unless this Lease is otherwise terminated pursuant to the terms hereof.

Upon the commencement of each such extension term, there shall be Rent increases as follows: Extension Term #1 (Years 6-10): \$14,500.00; Extension Terms #2 (Years 11-15): \$16,500.00

SECURITY DEPOSIT: No Security Deposit will be required under this Lease.

USE OF PREMISES: Tenant shall not use the Premises for any illegal activity. Tenant will, at Tenant's own expense, promptly comply with: (i) each and every federal, state and municipal statute, ordinance, code, rule, regulation, order, directive, or requirement, currently or hereafter existing, including, but not limited to, the Americans with Disabilities Act (the "ADA") and all environmental laws, including all of the requirements pertaining to leak detection and other regulatory compliance issues associated with the use of the underground storage tanks. Tenant shall employ a company to assure ongoing UST and GUST compliance, together with all amending and successor federal, state, county, and municipal statutes, ordinances, codes, rules, regulations, orders, directives, or requirements, and the common law, regardless of whether such laws are foreseen or unforeseen, ordinary or extraordinary, applicable to the Premises, Tenant, Tenant's use of or

operations at the Premises, or all of them, (the "Requirements"); (ii) the requirements of any regulatory insurance body; or (iii) the requirements of any insurance carrier insuring the Premises; regardless of whether compliance results from any condition, event or circumstance existing on or after the commencement of the Lease term or requires structural or non-structural repairs or replacements. The failure to mention any specific statute, ordinance, rule, code, regulation, order, directive, or requirement will not be construed to mean that Tenant was not intended to comply with such statute, ordinance, rule, code, regulation, order, directive, or requirement.

TAXES: Tenant shall pay all taxes assessed against the Premises. Tenant shall pay any and all taxes, before delinquency, for any of Tenant's property located thereon. Tenant shall pay any and all other taxes and assessments relating to the Premises and/or Tenant's operation of business thereon, including without limitation sales taxes, use taxes, and occupancy taxes.

INSURANCE: Tenant shall, at Tenant's sole cost and expense, maintain and keep in force for the life of this Lease a general liability insurance policy insuring the Premises, covering the operation of the Tenant's business, and specifically including liquor liability, for claims for bodily injury, death and/or property damage, with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Landlord shall be named as an additional insured in said policy. The aforesaid dollar limits shall not in any way limit the liability of Tenant. The insurance will be with a company acceptable to Landlord.

Tenant shall, at Tenant's sole cost and expense, shall at all times during the Term of this Lease procure and maintain in full force and effect an All Risk Property Insurance Policy on the entire property, which shall include flood insurance, and on all improvements constructed thereon and any additions or alterations thereto or replacements thereof. Said policy is to contain a Replacement Cost Endorsement, insuring against perils therein specified, in an amount equal to not less than one hundred percent (100%) of the replacement cost of all improvements on the Premises, exclusive of foundation and excavation costs, the proceeds of which shall be payable to Landlord and any Landlord's lender in accordance with their respective interests therein. In the event such insurance must be obtained in the name of the Landlord, Landlord will reasonably cooperate with Tenant to obtain the same, but Tenant shall be responsible to pay the policy in full at, or prior to, the time the policy is issued.

Tenant shall procure any and all other insurance as required by law, including without limitation, workers compensation insurance.

Prior to the commencement date, Tenant shall deliver to Landlord certificates of insurance for the aforesaid policies. Each policy of insurance shall provide for ten (10) days prior written notice to Landlord of termination or material modification of said policy by each insurance carrier. At least ten (10) days prior to the date of each annual renewal of each policy, Tenant shall deliver a certificate to Landlord evidencing the renewal, and proof of payment of the premium for such renewal.

ANNUAL ACCOUNTING TO LANDLORD: Tenant shall provide the following to Landlord on an annual basis between January 1 – January 15 each year: (a) proof of proper insurance as required by this Lease; (b) proof of payment of ad valorem taxes; (c) proof of payment of any other taxes related to the business; (d) a financial accounting of the business in the form of a Profit and Loss Statement containing all financial information from the immediately preceding calendar year.

LATE CHARGE ; SERVICE CHARGE FOR RETURNED CHECKS: A Late Charge of \$350.00 will be due on any rents received after the 10th of the month. A Service Charge of \$50.00 will be due on any returned checks. Landlord reserves the right to refuse to accept personal checks from the Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid. Management will file dispossessionary warrants on or after the 15th of the month.

mp TENANT'S INITIALS

mp TENANT'S INITIALS

An additional charge of \$125.00 will be added to cover the cost of this warrant plus \$35.00 to cover the cost of a writ, if necessary. In the event Landlord elects to hire an attorney to collect rent, or handle dispossessory proceedings, Landlord shall be entitled to recover all costs of collection, including courts costs and attorney fees.

ABANDONMENT/GOVERNMENTAL ORDERS: Tenant agrees not to abandon or vacate the Premises during the period of this Lease and to comply with and carry out all rules, orders, requirements, ordinances, and regulations of Federal, State, City and/or County governments.

REPAIRS BY LANDLORD: Landlord shall not be required to make any repairs or improvements to Premises.

TENANT'S ACCEPTANCE OF THE PREMISES AND REPAIRS BY TENANT: Tenant accepts Premises in its present condition and agrees to surrender said Premises in as a good condition at the expiration of this Lease, natural wear and tear excepted. Tenant, at his own expense, whether the same be property of Landlord or Tenant, shall promptly repair and at all times maintain the lease Premises including, without limitation, heating and cooling units and systems in their entirety, store fixtures and equipment, electrical fixtures, equipment and electrical installation, plumbing fixtures, pipes and drains, including keeping all drains and pipes open and clear, all machinery and hardware, painting and decorations, and parking lot. Tenant, at Tenant's sole cost and expense shall keep in good order the the foundation, exterior walls, and abutting of sidewalks. Put simply, TENANT SHALL BE SOLELY RESPONSIBLE FOR ALL MAINTENANCE AND REPAIRS ON THE PREMISES AND ACCEPTS THE SAME IN ITS AS-IS CONDITION WITHOUT WARRANTY. *Tenant must keep the Property in a neat and slightly condition.*

LICENSING AND PERMITTING: Tenant shall be solely responsible for obtaining and maintaining any and all licensing and permitting necessary to conduct its business within the Premises at Tenant's sole cost and expense, which shall include, without limitation, any Coin Operated Amusement Machine licensing and business licensing. Any and all changes in Tenant licensing and/or permitting must be approved by Landlord in writing prior to Tenant taking action to make such changes.

It is acknowledged and agreed that Tenant shall be required to assume and strictly comply with any and all Landlord's agreements binding the Premises. These agreements include, but are not limited to, any fuel supply agreement. If the fuel supply agreement ends during the Tenant's term, then the Tenant may only enter into a new fuel supply agreement with the express written permission of the Landlord. It is understood that Tenant shall not encumber the Premises in any way. Tenant agrees to terminate all vendor agreements at the termination of this Lease and shall hold Landlord harmless herein. Tenant further agrees that Tenant shall not bind the Landlord to any coin operated amusement machines ("COAM") agreement without the written consent of the Landlord. If Landlord consents to the COAM agreement, then Tenant shall obtain a no dispute certification and/or similar document from the master licensee at least five (5) days before the termination of the Lease and the Tenant assures that the master licensee shall send the no dispute certification to Georgia Lottery Corporation by or before the termination of this Lease. With Landlord's written consent, Tenant may enter into a COAM agreement for the Premises as long as the agreement is for a term of only one (1) year with no renewals and/or extensions.

EQUIPMENT, IMPROVEMENTS, AND TRADE FIXTURES: Landlord retains title and ownership to all trade fixtures, apparatus and equipment located upon the Premises on the commencement of this Lease, including all attached to or used in connection with the Premises including, but not limited to, coolers, freezers, ice machine, counters, shelves deli equipment, gasoline dispensers and underground gasoline storage tanks, pumps, dispensers, signage and self-service equipment, heating and cooling systems, walk-in coolers, and electronic monitoring equipment, and the pipelines appurtenant thereto all of which shall remain the property of the Landlord and shall not, without the prior written consent of Landlord, be removed at any time by Tenant.

All alterations, additions and improvements (except trade fixtures put in at the expense of the Tenant) shall remain upon and be surrendered with the Premises as part thereof at the termination of this lease, however, the Tenant is to make no changes of any nature in the above mentioned Premises without written consent from the Landlord of his Agent. The Tenant also agrees to indemnify the Landlord and his Agents against loss caused by and mechanic or material-man's lien against the property based on repairs, alterations, or improvements undertaken by the Tenant. Tenant ma (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all trade fixtures and equipment which he has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.

DESTRUCTION OF OR DAMAGE TO PREMISES: In the event of the total destruction of the Premises by fire or other casualty, this lease shall cease and come to an end and the Tenant shall be liable for rent only up to the time of such destruction. Should the Premises herein leased by partially damaged by a fire or other casualty at any time during the term hereof, the Tenant shall give immediate notice to the Landlord, who shall thereupon cause the same to be promptly repaired. A reduction of rent, proportionate to interference to occupancy shall be allowed the Tenant during the time necessary to restore said Premises or make the necessary repairs, as the case may be, but no reduction, however, shall be allowed for any interruption by reason of damage or repairs to adjoining or contiguous premises.

INDEMNITY: Tenant shall be responsible for the loss of or damage to property, or injury to persons, occurring in or about the Premises, by reason of any existing or future condition, defect matter of thing in said Premises or the property of which the Premises are part of, for the acts, omissions or negligence of other persons or tenants in and about the said property. The Tenant agrees to indemnify and save the Landlord harmless from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about Premises.

SUBLET AND ASSIGNMENT: Tenant may not sublet the Premises or assign this Lease without written consent of Landlord.

EVENTS OF AND REMEDIES UPON DEFAULT: In the event Tenant fails to pay rent when due, said Landlord has the right, at his option, to declare rental for entire term of this Lease immediately due and payable, to declare the Lease void, cancel the same, re-enter and take possession of the Premises. Tenant hereby agrees to surrender all inventory, including any fuel and retail items in the Premises, to Landlord in the event of a Tenant default. Landlord, at his option, upon breach of this Lease, may card for rent and sublet the Premises in the name of the Tenant (Tenant hereby grants Landlord a limited Power of Attorney to effectuate the same) and hold Tenant liable therefore. Such subletting on the part of the Landlord will not in any sense be a breach of the Lease on the part of the Landlord, but will be merely acting as agent for the Tenant to minimize damage. Said Landlord is not required, however, to let same for any other purpose than that specified herein. These rights of the Landlord are cumulative and not restrictive of any other rights under the law, and failure on the part of Landlord to avail himself of these privileges at any particular time shall not constitute a waiver of these rights. Landlord will be entitled to all costs associated with the same, including without limitation, its attorney fees. In the event Tenant fails to pay rent when due, Landlord has the right, at its option, to initiate collections and/or dispossessory proceedings against the Tenant as previously stated in this Lease. In the event Landlord elects to hire an attorney to collect rent, or handle dispossessory proceedings, Landlord shall be entitled to recover all costs of collection, including courts costs and attorney fees.

ATTORNEY'S FEES AND COSTS OF COLLECTION: Whenever any sums due hereunder by law, or by attorney at law, Tenant agrees to pay all attorneys' fees.

NON-WAIVER: The rights of the Landlord herein granted are cumulative and not restrictive of any other rights under the law, and failure on the part of the Landlord to avail himself of these privileges at any particular time shall not constitute a waiver of these rights.

EXTERIOR SIGNS: Tenant shall place no signs upon the outside walls or roof of the Premises except with written consent of the Landlord. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with rules and regulations governing such signs, and the Tenant shall be responsible to Landlord for any damages caused by installation, use or maintenance of said signs. Tenant, upon the expiration of this Lease, and any extension or renewal thereof, shall remove said signs and agrees upon removal of said signs to repair all damage incident to such removal.

ENTRY FOR CARDING, ETC.: Landlord may card the Premises "For Rent" or "For Sale" ninety (90) days before the termination of this Lease or in the event of default by the Tenant. Landlord may enter the Premises at reasonable hours to exhibit same prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

UTILITIES: Tenant shall promptly pay all deposits, hook up costs, utility bills, including but limited to water, sewer, gas, electricity, telephone, garbage fees accruing against the said property. If Tenant fails to pay any of the bills, Landlord may pay the same and such payment shall be added to and become part of the next rental payment due under this lease together with an administrative fee of One Hundred and No/100 Dollars (\$100.00).

NO ESTATE IN LAND: This lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

HOLDING OVER: If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescing; and without any express agreement of parties, Tenant shall be a tenant at will at the rental rate which is in effect of the end of the Lease; and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, then Tenant shall be a tenant at sufferance and, commencing on the date following the date of such expiration, the monthly rental payable at time of expiration, for each month or fraction thereof during which Tenant so remains in possession, by twice the monthly rental otherwise payable.

SERVICE OF NOTICE: Tenant hereby appoints as his agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the Premises at the time, or occupying the Premises; and if no person is in charge of, or occupying the Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises. A copy of all notices under this Lease shall also be sent to the Tenant's last known address, if different from the Premises.

DEFINITIONS: Whenever in this instrument the terms LANDLORD, TENANT, and/or AGENT are used, the same shall be construed to include heirs, executors, administrators, successors and assigns of said designated party.

TERMINATION: Landlord shall have the unilateral right to terminate this Lease upon thirty (30) days' notice to Tenant. Tenant specifically acknowledges and further agrees that in the event this Lease is terminated, any of Tenant's inventory, trade fixtures, equipment or improvements that are not, or cannot be removed in accordance with the other provisions of this Lease within twenty-four (24) hours of the date of such termination, shall become the sole and entire property of Landlord, and Landlord shall have no obligation to reimburse Tenant for any cost or expenses that Tenant may suffer by the abandonment thereof. Nothing contained herein shall relieve or release Tenant from its responsibility to repair all damage to any of the Premises caused by removal of fixtures.

USA PATRIOT ACT: Tenant represents to Landlord that: (i) neither Tenant nor any person or entity that directly owns a ten percent (10%) or greater equity interest in the business nor any of its officers, directors or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business

with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under Executive Order 13224 (the "Executive Order") signed on September 24, 2001, and entitled "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action; (ii) that Tenant's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, or the regulations or orders promulgated there under (as amended from time to time, the "Money Laundering Act"); and (iii) that throughout the term of this Lease, Tenant shall comply with the Executive Order and with the Money Laundering Act.

GUARANTY OF LEASE: This Lease shall be personally guaranteed by the party, or parties, signing that certain Guaranty of Lease attached hereto as Exhibit "A" and incorporated herein for all purposes by this reference thereto. The parties hereto acknowledge and agree, but for said Guaranty of Lease, Landlord would not have entered into this Lease.

SALE OR TRANSFER OF BUSINESS AND RIGHT OF FIRST REFUSAL: Tenant hereby grants Landlord a right of first refusal to the sale of the business Tenant will operation within the Premises. In the event Tenant desires to sell said business, and receives a bona fide offer for the same, Tenant shall present said offer to Landlord, and Landlord shall be provided thirty (30) days within which to elect whether to purchase the business on the terms contained in said offer. In the event Landlord fails to exercise its right of first refusal within said thirty (30) day window, the same shall be treated as a declination to exercise said right.

In the event Landlord exercises its right of first refusal, Tenant shall void all existing contracts related to the business, except any fuel supply agreement, and Tenant shall pay any and all fees and/or breach penalties associated with such voiding of contracts. In the event of any conflict between this provision and the bona fide offer presented to Landlord, the terms of this provision shall control.

In the event Landlord declines to exercise said right, Tenant may not sell the business without the written consent of Landlord.

In the event of any sale or transfer of the business to the Landlord, Tenant shall allow Landlord to utilize any and all licenses of the Tenant related to the operation of the business for up to one hundred eighty (180) days

This contract contains the entire agreement between parties and no representations, warranties or promises not contained herein shall be binding upon the parties hereto. The LANDLORD has made no promises to make any improvements or repairs upon the rented premises except as noted herein. This Lease shall be governed by and construed under the laws of the State of Georgia without any presumption or rule requiring construction against the party causing such Lease to be drafted. The exclusive venue for any legal action, claim, suit, dispute or matter arising out of or relating to this Lease or any documents to be executed pursuant to this Lease by any of the parties hereto shall be Bibb County, State of Georgia.

In Witness Whereof The Parties Hereto Have Set Their Hand And Seal The Day And Year First Written Above.

LANDLORD: CORNER 2020 LLC

TENANT: MUMTA 1 LLC DBA BP MART

By: H.B. Patel
Name:
Title: owner

M. M. PATEL
Name:
Title: Mamtaben Patel
owner

EXHIBIT "A" GUARANTY OF LEASE

THIS GUARANTY OF LEASE (hereafter the "Guaranty") is made a part of that certain **COMMERCIAL LEASE CONTRACT** (hereinafter referenced as "Lease"), effective the 1st day of January, 2023, by and between **CORNER 2020 LLC** (hereinafter referenced as "Landlord"), and **MUMTA 1 LLC DBA Bp Mart** (hereinafter referenced as "Tenant") for the real property and business located at 4095 Pio Nono Ave, Macon, GA 31206. Landlord is unwilling to enter into the Lease unless **MUMTABEN M PATEL** (hereafter the "Guarantor") assures Landlord of the full payment and performance of the Tenant's obligations under the Lease.

1) In consideration of the execution of the Lease by Landlord, Guarantor hereby absolutely, unconditionally, irrevocably guaranties to Landlord, and the successors and assigns of the Landlord, the full, timely and complete: (i) payment of all Rent and other sums payable by Tenant to Landlord under the Lease and any amendments or modifications thereto; and (ii) performance of all covenants, representations and warranties made by Tenant and all obligations to be performed by Tenant, pursuant to the Lease (hereafter the "Guaranteed Obligations").

2) Upon any breach or default by Tenant under the Lease, Landlord may proceed immediately against Tenant and/or Guarantor (without joining Tenant or any other person, including, without limitation, Guarantor) to enforce any of Landlord's rights or remedies against Tenant or Guarantor pursuant to this Guaranty, the Lease, or at law or in equity without notice to or demand upon either Tenant or Guarantor. This Guaranty shall not be released, modified or affected by any failure or delay by Landlord to enforce any of its rights or remedies under the Lease or this Guaranty, or at law or in equity.

3) Guarantor hereby waives: (i) presentment, demand for payment and protest of non-performance under the Lease; (ii) notice of any kind including, without limitation, notice of acceptance of this Guaranty, protest, demand, default, nonpayment, or the creation or incurring of new or additional obligations of Tenant to Landlord; (iii) any right to require Landlord to enforce its rights or remedies against Tenant under the Lease, or otherwise; (iv) any right to require Landlord to proceed against any security held from Tenant or any other party; (v) any right of subrogation; and (vi) any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation or other right or remedy of Guarantor against Landlord or any such security, whether resulting from an election by Landlord, or otherwise. Any partial payment by Tenant or other circumstance which operates to toll any statute of limitations as to Tenant shall operate to toll the statute of limitations as to Guarantor. This Guaranty binds Guarantor's heirs, personal representatives, successors and assigns.

Guarantor has executed this Guaranty as of the 1st day of January, 2023.

Signed, sealed, and delivered
in the presence of:

GUARANTOR:

M. M. PATEL
MUMTABEN M PATEL

_____(Seal)

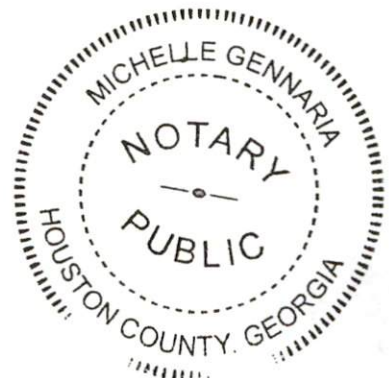
SS# 663-06-4680

Address: 203 Old Bridge Rd , Warner Robins, Ga 31088.

Witness

Notary Public

My commission expires
July 29, 2025



Agent Certification

The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct the licensed business according to all county ordinances and state laws and regulations in respect thereof, and understand that the Agent named herein may be held personally responsible for violations of County Alcohol Code committed by others at the Agent's direction, or with the Agent's knowledge.

Agent's Signature: M.M. PATEL Date: 02/12/2024

Business Name: BP MART # Mumta I LLC

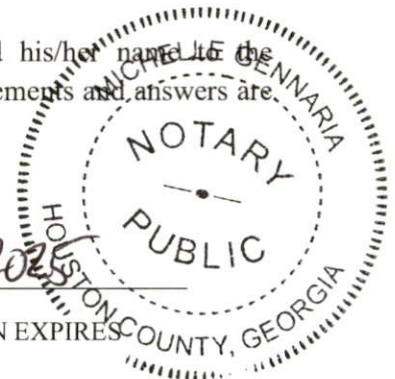
I hereby certify that MUMTABA PATEL (Agent) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 12th day of February, 2024

[Signature]
NOTARY PUBLIC

July 29, 2025

MY COMMISSION EXPIRES



Owner/Individual Certification

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Individual/Owner's Signature: M.M. PATEL Date: 02/12/2024
(If different from Agent)

Title: Owner

Business Name: BP MART # Mumta I LLC

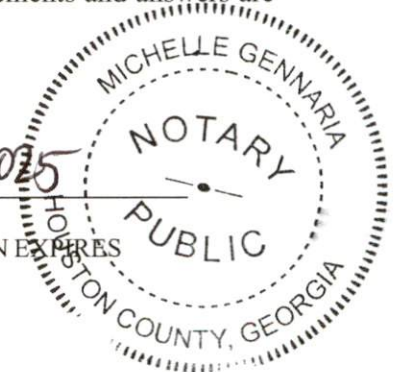
I hereby certify that _____ (Applicant) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 12th day of February, 2024

[Signature]
NOTARY PUBLIC

July 29, 2025

MY COMMISSION EXPIRES



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: BP Mart # Mumta 1 LLC**Business Address:** 4095 Pio Nono Avenue, Macon, GA, 31206**Instructions:**

This form must be completed for each new license or renewal license application for locations selling beer or wine or both, but not distilled spirits, by the package to go.

If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be grounds for denial or revocation of any license issued to you.

Definitions:

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that a Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☒ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.
- ☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

- ☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under \$10 per item. These stores are commonly referred to by names such as “dollar stores,” “99 cent stores,” “five dollar stores,” “discount stores,” or “variety stores.” Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.
- ☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.
- ☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.
- ☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.
- ☐ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.

m.m. PATEL
Applicant/Agent Signature

02/12/2024
Date

SECURITY CAMERA COMPLIANCE VERIFICATION**Instructions:**

*This form must be completed for each new license application for locations selling alcohol **by the package to go or operating as a bar or nightclub.***

Pursuant to Sec. 4-1 of the Macon-Bibb County Code of Ordinances,

1. Bar shall mean any business that derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises, in accordance with O.C.G.A. § 3-1-2;
2. Nightclub shall mean any business which:
 - Directly or indirectly charges patrons for admission;
 - Is licensed under this Chapter for the sale of alcoholic beverages for consumption on premises;
 - Provides entertainment using amplified sound, including, without limitation, the playing of pre-recorded music through amplified sound by a DJ or emcee or similar person; the playing of live analog, electronic, or digital musical instruments; the presentation of live human speech or dialogue through amplified sound; or any combination of the above;
 - Which does not provide a number of seats suitable for the viewing of such entertainment greater than or equal to the number of patrons present; and
 - Which does not earn at least fifty percent of its annual gross revenues from the sale of prepared meals or the letting of rooms for overnight stay.

If you are selling alcohol by the package to go or operating a bar or nightclub you must:

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470 to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

If you are not operating as a bar or nightclub or selling alcohol by the package to go, simply check the box on this form for "Exempt" and sign at the bottom.

Pursuant to Sec. 4-40 of the Macon-Bibb County Code of Ordinances,

1. Any establishment selling alcoholic beverages by the package to go must install security cameras, which are, at a minimum, of sufficient quantity, quality, and positioning so as to capture the face and clothing of any person entering into the establishment through any public entrance; or making any purchase from the establishment.
2. Any establishment licensed to sell any alcoholic beverage for consumption on premises, which is operating as a bar or nightclub, is hereby required to install security cameras, which must, at a minimum, be of sufficient quantity, quality, and positioning so as to capture the face and clothing of persons entering into said establishment through any public entrance.

*Security Camera Compliance Verification Form
Rev. March 2021
Page 1 of 2*

thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

3. A digital security camera system shall be deemed to be "of sufficient quality" of and only if each camera required under this Section meets the following criteria:
 - It is capable of producing an image with a 1080p High Definition (1920 x 1080 pixels) resolution or greater at a minimum frame rate of 15 frames per second;
 - It is maintained in a state of being free of dust or debris that would interfere with the quality of the image being produced; and
 - It is capable of operating in the actual interior or exterior lighting conditions that are present during all operations and times of operation for the establishment, and of producing a clear image of the face and clothing of the persons described in this Section in all such lighting conditions.
4. Such cameras meeting the requirements of this Section must be capable of producing a retrievable image on film, tape, or other suitable digital format that can be made a permanent record and that can be enlarged through projection or other means. Cameras meeting the requirements of this Section shall be maintained in proper working order at all times and shall be subject to periodic inspection by the Sheriff.
5. Establishments required under this Section to install security cameras shall maintain all video images captured thereby for a period of at least thirty days from the date of imagecapture.
6. The failure to have or maintain security cameras in good working condition, with sufficient backup storage as to permit the retrieval of images as required by this Section shall be a violation of this Section and shall be punishable in accordance with the general provisions of Section 1-6 of this Code, as well as by any adverse action against the alcohol licensure of such business, up to and including the revocation or denial of all existing alcohol licenses held by such licensee.

Business Name: BP MART # Mumta 1 LLC

Business Address: 4095 Pio Nono Ave Macon GA 31206

I hereby certify that ~~on this date~~, I have inspected the security camera and image retrieval system located at the above business and found it to be in compliance with the requirements of Sec. 4-40 of the Macon-Bibb County Code of Ordinances, as stated hereon.



Code Enforcement Department Designee

4/26/24

Date

- ☒ **Exempt:** Check this box if you are not licensed, not applying for package to go license, or not operating as a bar or nightclub.

M. M. PATEL

Applicant/Agent Signature

02/12/2024

Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.

M.M. PATEL

Signature

Mumtaben . M. Patel

Print Name

02/12/2024

Date



Alcohol License Questionnaire

Name of Business: BP MART # Mumta 1 LLC
Owner's Name: Mumtaben M. Patel
Address: 4095 Pio Nono Ave
Macon GA 31206

1. Do you own or are you leasing your business location? Own ☐ Lease ☒
2. If you purchased the building, what was the final sale price as reflected in public records? \$
3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?
- Please circle one: Relation, see below No Relation
4. If you are leasing the building, will your landlord be involved in the day to day business operations? Yes ☐ No ☒
5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? Yes ☐ No ☒
6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? Yes ☐ No ☒
7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☒ Yes ☐ No

Mumtaben M. Patel
Printed Name of Person Completing Form

M.M. PATEL
Signature of Person Completing Form

02/12/2024
Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

This form must be completed by any bar or nightclub operating with an alcohol license which allows or requires security personnel to carry firearms while working. The form shall be submitted upon applying or renewing any license to sell alcohol on the premises. This form is not required for businesses employing certified peace officers in good standing with the Georgia Peace Officer Standards and Training Counsel. Applicants applying for special events which employ armed security personnel are required to submit this form.

Pursuant to the licensing requirements of Sec. 4-550 of the Macon-Bibb County Code of Ordinances, attach the following documentation to this form prior to submission:

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.
2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.

NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.

3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: BP Mart # Mumta 1 LLC

Business Address: 4095 Pio Nono Avenue Macon GA 31206

☒ **Exempt:** Check this box if you certify that you will not hire any armed security personnel, or that you are not operating as a bar or nightclub.

Does your business derive 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises? ☐ YES ☒ NO

M. M. Patel
Applicant/Agent Signature

02/12/2024
Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

*Please list every individual who may be working as armed security personnel at your bar or nightclub. Certified peace officers do not need to be listed and may be added in the future without updating this list. If you hire anybody in the future to work as armed security personnel at your bar or nightclub, this list **MUST** be updated to include that person before they are allowed to carry a firearm while working at your business. Use additional copies of this sheet if necessary.*

IF ANY PERSON NOT ON THIS LIST IS FOUND TO BE WORKING AS ARMED SECURITY PERSONNEL AT YOUR BAR OR NIGHTCLUB, THEN YOU MAY BE SUBJECT TO PENALTIES OF UP TO \$1000 PER VIOLATION AND UP TO 6 MONTHS IN JAIL, AS WELL AS THE LOSS OF ALL ALCOHOL LICENSES ISSUED TO YOU WITHIN MACON-BIBB COUNTY.

1.			
	Name	Date of Birth	GBPDSA Private Security License #
2.			
	Name	Date of Birth	GBPDSA Private Security License #
3.			
	Name	Date of Birth	GBPDSA Private Security License #
4.			
	Name	Date of Birth	GBPDSA Private Security License #
5.			
	Name	Date of Birth	GBPDSA Private Security License #
6.			
	Name	Date of Birth	GBPDSA Private Security License #
7.			
	Name	Date of Birth	GBPDSA Private Security License #
8.			
	Name	Date of Birth	GBPDSA Private Security License #
9.			
	Name	Date of Birth	GBPDSA Private Security License #

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Mumtuben M. Patel (owner)
2. Name of the subject of this Certificate, if different from the applicant:
4095 Pio Mono Ave Macon GA 31206
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

No

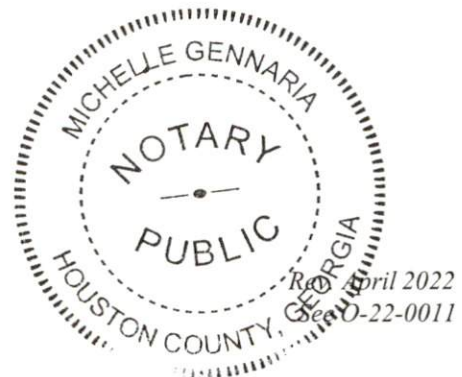
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Mumtuben M. Patel M.M. Patel
Print and Sign Name

Sworn to and subscribed before me this
12th day of February, 2024

[Signature]

Notary Public
My commission expires:
July 29, 2025



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Harshidaben Patel (Landlord)
2. Name of the subject of this Certificate, if different from the applicant:
4095 Pio nono Ave Macon GA 31206
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

No

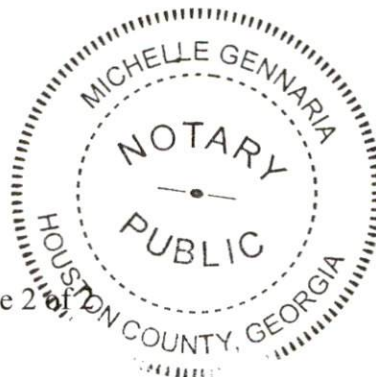
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Harshidaben Patel H. B. Patel
Print and Sign Name

Sworn to and subscribed before me this
12th day of February, 2024.

[Signature]
Notary Public

My commission expires:
July 29, 2025





Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Mumtaben Patel – Fingerprints Completed: 04.29.2024

Business Name: Mumta 1 LLC dba BP Mart

Business Address: 4095 Pio Nono Ave Macon, GA 31206

DocuSigned by:		
After investigation, I recommend that the license requested herein be: 5/4/2024		
Granted	 _____ Sheriff, Macon-Bibb County, Georgia	_____ Date
Denied	1C561778CDEE414... _____ Sheriff, Macon-Bibb County, Georgia	_____ Date

After investigation, I recommend that the license requested herein be:		
Granted	_____ Mayor, Macon-Bibb County, Georgia	_____ Date
Denied	_____ Mayor, Macon-Bibb County, Georgia	_____ Date

After investigation, I recommend that the license requested herein be:		
Granted	 _____ Clerk of the Macon-Bibb County Commission, Georgia	_____ Date
Denied	 _____ Clerk of the Macon-Bibb County Commission, Georgia	_____ Date



Tax Commissioner's Office
188 Third Street
Macon, GA 31201

Review Form

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

The following required documents are included in the application:

- ☐ Signature form
- ☐ BSO Recommendation letter
- ☐ Proof of Planning and Zoning compliance
- ☐ Affidavit from the Macon-Bibb County Engineer's Department
- ☐ Affidavit from the Macon Telegraph Newspaper

Legal Review 8/15/2024 (Date) ^{DS}
SD (Initials)

Comments After review of application, Legal recommends approval.

Initials

^{DS}
ck

Stephanie Freeman, Administrative Office Specialist

Added to the August 20, 2024 Pre-Commission Agenda



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

☒	*Distilled Spirits Packaged to Go	\$2,900	☒	*Malt Packaged to Go	\$800	☒	Wine Packaged to Go	\$700
☐	*Distilled Spirits C.O.P.	\$2,900	☐	*Malt C.O.P.	\$800	☐	Wine *C.O.P.	\$700
☐	*Distilled Spirits Wholesaler	\$3,600	☐	*Malt Wholesaler	\$1,000	☐	Wine Wholesaler	\$800
☐	*Distilled Spirits Manufacturers	\$4,300	☐	*Malt Manufacturer	\$2,500	☐	Wine Manufacturer	\$1,700
☐	Brewpub	\$2,500	☐	Out-of-Town Wholesaler	\$100	☐	Brown Bag	\$0
☐	Alcohol Beverage Caterer	\$600	☒	Temporary Alcohol License	\$100			
☐ Please check here if you are applying for a Business Continuation License. Business Continuation License is 25% of applicable fees								
*Distilled Spirits (Liquor)			*Malt (Beer)			*C.O.P. (Consumed on Premise)		

A BUSINESS LICENSE IS REQUIRED BEFORE AN ALCOHOL LICENSE MAY BE ISSUED.

\$ 4,500 Alcohol License Fees + \$400 Application Fee = \$ 4,900

Agent Information

1. Agent/Owner(s) must complete and sign the Name-Based Criminal History Record Information Consent Form.
2. Provide an Unexpired Identification Card issued by Any U.S. State or United States government, bearing a current photograph of the applicant.
3. Agent/Owner(s) Must be Fingerprinted once application & fees are completed and paid unless such individuals currently hold one or more categories of alcohol license(s) in goodstanding.
4. Proof of Alcohol Handler's Permit from Agent and Owners.
5. Complete (S.A.V.E.) Systematic Alien Verification for Entitlements O.C.G.A. § 50-36-1 (e) (2) Affidavit.

Location/Business Information

6. Affidavit of Intent to Sale Alcohol from the Macon Telegraph Newspaper.
7. If any business entity other than Sole Ownership...Must submit a copy of the GA Secretary of State's Business information Record.
8. If NON-PROFIT entity...Proof of Non-Profit Status.
9. Planning and Zoning Compliance Form.
10. Original Affidavit from the Macon-Bibb County Engineer's Department.
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

Business Continuation

12. Please provide a list of the current, valid licenses issued to the named business; A record showing that all business license fees owed on the existing business have been fully paid, or a receipt showing payment thereof.
13. A statement, signed by the applicant, swearing, or affirming that the applicant has recently purchased the named business, or has a bona fide expectation of purchasing the named business soon; and
14. A record showing that all property taxes to date owned on the property have been fully paid, or a receipt showing payment thereof.

Federal Tax ID #: 99-2264000 State Tax ID #:

Business Name: Fyre Beverage Outlet Inc Corporate and Trade Name: Macon Beverage Outlet

Local Business Address: 4580 Log Cabin Dr., Macon, GA 31204
(P.O. Box Not Allowed) City State Zip

Mailing Address: 4580 Log Cabin Dr., Macon, GA 31204
(City State Zip)

Local Business Phone #: (770) 362-3272 Email Address: [REDACTED]

Contact Person: Femeena Patel Contact Phone #: [REDACTED]

Agent's Name: Femeena Patel Agent's Title: Owner/Licensee

Date of Birth: [REDACTED] Social Security Number: [REDACTED]

Home Address: [REDACTED]

Home Phone #: [REDACTED]

Mailing Address: [REDACTED]

Will the Agent named above also serve as the Applicant of this license? ☒ Yes ☐ No If no, complete the following:

Owner/Individual's Name: Femeena Patel Title: Owner/Licensee

Home Address: 707 Approach Dr City: Peachtree State: GA Zip: 30269
City

Home Phone #: (770) 362-3272 Email: kp30215@gmail.com

Mailing Address: 707 Approach Dr City: Peachtree State: GA Zip: 30269
City

Page 47 of 592



Georgia Department of Revenue
Department of Revenue Alcohol License Application
DOR Alcohol License Application

Business Information

Business Name: FYRE BEVERAGE OUTLET INC
 Business Type: Corporation

Address Information

Location Address: 4580 LOG CABIN DR MACON GA 31204-5608

Alcohol License Information

License Type: Retail
 Start Date: 06-28-2024
 Beer: Yes
 Wine: Yes
 Liquor: Yes
 Airline or Railway Carrier: No
 Local Jurisdiction Type: County
 Local Jurisdiction: MACON
 Arrest History: No

Local License / Fees	Fee Amount
Beer/Wine License	\$250.00
Liquor License	\$1,500.00
	\$1,750.00

Licensee Information

Licensee Type: Individual
 Licensee Name: PATEL, FEMEENA

Additional Information

Primary NAICS: 445120

Officers	Officer or Responsible Party
PATEL, FEMEENA	Officer
PATEL, FEMEENA G.	Both

Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the **Bibb County Sheriff's Office** to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

Full Name (print):	Femeena Patel		
Home Address:	707 Approach Dr. Peachtree City, GA 30269		
Sex	Race	Date of Birth	Social Security Number
Female	Asian		

☒ This authorization is valid for 90/180/____ (circle one) days from date of signature.
☐ I, Femeena Patel, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

Signature

Date

*****Include a copy of your valid State/Government issued identification*****

Date of Inquiry: _____ Time of Inquiry: _____ Operator's Initials: _____

Purpose Code used: (check one)

☐	Employment (E) – Provides Georgia Criminal History Record Information
☐	Employment with Mentally Disabled (M) – Provides Georgia Criminal History Record Information
☐	Employment with Elder Care (N) - Provides Georgia Criminal History Record Information
☐	Employment with Children (W) - Provides Georgia Criminal History Record Information
☐	Public Records (P) – Provides Georgia Felony Convictions Only

The inquiry resulted in the following: (check all that apply)

☐	No Georgia CHRI results available.
☐	Georgia CHRI attached/released

☐	No NCIC/GCIC Warrant results available.
☐	Possible NCIC/GCIC Warrant. Contact Agency listed below.
Wanting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title

Date

MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
O.C.G.A. § 50-36-1 (e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) ☐ I am a United States citizen 18 years of age or older. **Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.**
- 2) ☒ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. **Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.**

Please check only one option above and submit the required documents with your application. Please note that the failure to do so will result in a processing delay.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Business Name: FYRE BEVERAGE OUTLET INC DBA MACON BEVERAGE OUTLET

Printed Name of Applicant: FEMEENA PATEL

*Signature of Applicant: _____

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 17 DAY OF JUNE, 2024

 NOTARY PUBLIC

August 21, 2026
 MY COMMISSION EXPIRES



 Applicant Status: Lawful Permanent Resident -Employment Authorized

The applicant is a non-national of the U.S. who has been granted authorization to live and work in the United States permanently as an immigrant. See the [Guide to Understanding SAVE Verification Responses](#) for additional information. Follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification Number

0024178182608YP

Class of Admission (COA) Code

IR6

Country of Birth

IND - INDIA

Date Admitted To

INDEFINITE

Agency Submitted Details

Full Name

Femeena Patel

Date of Birth

[REDACTED]

Alien Number

[REDACTED]

Initiated On

06/26/2024

Initiated By

MSOT1465

Point of Contact Name

Megan Foskey

MEASUREMENT FORM

**Retail Sales of Wine and Malt Beverages
Packaged to Go
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122**

APPLICANT : FEMEENA PATEL

PROPOSED LICENSE: BEER, WINE, AND LIQUOR PACKAGED TO GO

BUSINESS LOCATION: 4580 LOG CABIN DR.

BUSINESS NAME: FYRE BEVERAGE OUTLET INC.

d/b/a Macon Beverage
OUTLET

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.

☒ X Comply ☐ Does not Comply

2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.

☐ Comply ☐ Not Applicable ☒ X Unknown

3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.

☐ Comply ☐ Complies , but does not comply with other restrictions

☒ X Not Applicable

By: F. Charles Brooks
F. Charles Brooks, Macon-Bibb County Engineer

Date: 5-9-2024

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office.

RETAIL SALES of DISTILLED SPIRITS to GO

(Package Store)

300' from business building corner to nearest corner of church, church property, M-B recreation center, alcohol treatment center, public library, or MHA property.

600' - school ground, school building, education building, or college campus. (revised 8-23-23) PJH

Fyre Beverage Outlet Inc.
4580 Log Cabin Drive

2,000'	—	CHURCH BUILDING	300'
		<i>New Life Church</i>	
1,950'	—	CHURCH PROPERTY	
		<i>New Life Church</i>	
13,100'	—	M-B COUNTY RECREATION CENTER property line	
		<i>Bloomfield - Gilead Recreation Center</i>	<i>J.C.B.</i>
13,000'	—	ALCOHOL TREATMENT CENTER building	
		<i>River Edge - Fulton Mill Road</i>	<i>OK!</i>
14,100'	—	PUBLIC LIBRARY or BRANCH building	
		<i>Bloomfield Library</i>	
3,700'	—	MHA property line	
		<i>Martin Place</i>	
2,250'	—	SCHOOL GROUND property line	600'
		<i>Veteran's Elementary</i>	
2,450'	—	SCHOOL BUILDING	
		<i>Veteran's Elementary</i>	
2,450'	—	EDUCATION BUILDING	
		<i>Veteran's Elementary</i>	
2,900'	—	COLLEGE CAMPUS	
		<i>Central Georgia Technical College</i>	
1,950'	—	Existing PACKAGE STORE (1500'+ required)	
		<i>Super Center Liquor</i>	

Paul J. Hornowski
May 8, 2024



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
141573	549003	Print Legal Ad-IPL01718130 - IPL0171813	Fyre Beverage Outlet, Inc.	\$46.36	1	31 L

Attention: Thomas Choi

Thomas Choi
5164 Buford Highway NE
Doraville, GA 30340

choilaw77@yahoo.com

NOTICE

NOTICE OF INTENT TO FILE REQUEST FOR BEER, WINE, AND LIQUOR PACKAGE TO GO
Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated September 16, 2022, as now or hereafter amended, notice is hereby given that on or after the May 27, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Fyre Beverage Outlet, Inc. dba Macon Beverage Outlet, 4580 Log Cabin Dr, Macon, GA 31204. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This May 2, 2024. Ferneena Patel, Applicant

IPL0171813
May 6, 13 2024

To Whom It May Concern:

This is to certify the legal advertisement in the above stated case was published in The Telegraph legal section on:

2 insertion(s) published on:
05/06/24, 05/13/24

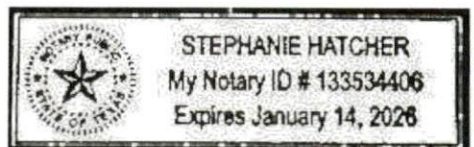
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Semons

Sworn to and subscribed before me this 17th day of May in the year of 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



MACON-BIBB COUNTY
Planning & Zoning

Macon-Bibb Planning & Zoning Commission
Terminal Station | 200 Cherry Street, Suite 301
Macon, Georgia 31201 | MBPZ.org

Zoning Compliance

PERMIT NO: ZC-2024-1063	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 06/17/2024
ISSUED TO NAME:	Kalpesh Patel	
	Future Investment14 LLC	
PROPERTY OWNER'S NAME:	Femeena Patel	
PROPOSED USE:	Change of ownership	
	Macon Beverage Outlet	
ADDRESS OF PROPOSED USE:	4580 LOG CABIN DR	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	M083-0245	ZONING DISTRICT: C-2

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change the ownership of an existing liquor store and continue its operation as it is currently. No outside storage, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 06/17/2025

APPROVED BY: Butch Sementilli

NOTICE

This permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, this zoning permit must be displayed on the premises together with the business license. This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, the Macon-Bibb County Engineering Department, the Macon-Bibb County Fire Department, the Macon-Bibb County Traffic Engineering Department, the Macon Water Authority, the Office of Building and Fire Safety, and any other governmental agency whose regulations may be applicable. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb County Planning and Zoning Commission. Permits are specific to the property for which the permit is issued as well as the person to whom it is issued. Other than permits for single family homes or duplexes, any change in the person engaging in the use allowed by such permit shall require that the new person engaging in such use file a change of ownership form with the Commission, provided that change of ownership forms shall not be required for variances or certificates of appropriateness. The new holder of any permit shall be subject to all conditions attached to the original permit.

Control Number : 24065184

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

FYRE BEVERAGE OUTLET INC

a Domestic Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **03/29/2024** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **04/02/2024**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF INCORPORATION

Electronically Filed
Secretary of State
Filing Date: 3/29/2024 8:18:10 AM

BUSINESS INFORMATION

CONTROL NUMBER 24065184
BUSINESS NAME FYRE BEVERAGE OUTLET INC
BUSINESS TYPE Domestic Profit Corporation
EFFECTIVE DATE 03/29/2024
SHARES 100000

PRINCIPAL OFFICE ADDRESS

ADDRESS 4580 LOG CABIN DR, MACON, GA, 31204, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
FEMEENA PATEL	707 APPROACH DR, PEACHTREE CITY, GA, 30269, USA	Fayette

INCORPORATOR(S)

NAME	TITLE	ADDRESS
FEMEENA PATEL	INCORPORATOR	707 APPROACH DR, PEACHTREE CITY, GA, 30269, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE FEMEENA PATEL
AUTHORIZER TITLE Incorporator

Ownership Disclosure Form

A separate copy of this form must be completed for each individual who has a disclosable interest in the business.

Business:

Trade Name: Macon Beverage Outlet Name of Corporation: Fyre Beverage Outlet Inc

If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: Femeena Patel Telephone Number: (____) _____
Owner/Licensee

Date of Birth: _____ Social Security Number: _____

Residential Street Address: 707 Approach Dr., Peachtree City, GA 30269

P.O. Box Not Allowed (City State Zip)

Mailing Address: 707 Approach Dr., Peachtree City, GA 30269
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - ☐ General Partner holding _____% of all outstanding partnership interests.
- ☐ Limited Partnership (LP)
 - ☐ General Partner holding _____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding _____% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding _____% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - ☐ General Partner holding _____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding _____% of all outstanding general partnership interests.
- ☐ Limited Liability Company (LLC)
 - ☐ Managing Member, Total number of Managing Member: _____
 - ☐ Member holdings _____% of all outstanding membership interests.
- ☒ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes ☒ No ☐
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Femeena Last Name: Patel

Home Address: 707 Approach Dr. City: Peachtree City State: GA Zip: 30269

Home Phone #: [REDACTED] Email: [REDACTED]

Date of Birth: [REDACTED] Social Security Number: [REDACTED]

Mailing Address: 707 Approach Dr City: Peachtree City State: GA Zip: 30269

A certificate showing completion of an Alcohol Handler's training course taken within the last three years.

An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.

Current Color photograph of applicant.

\$25 money order, cashier check, check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

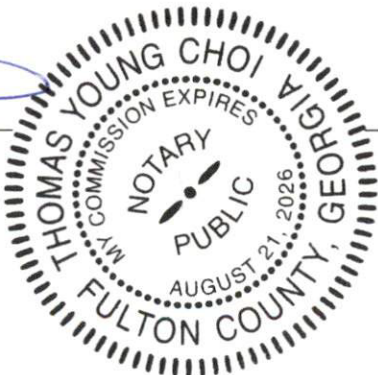
I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Applicant's Signature: [Signature] Date: 6/17/24

I hereby certify that Femeena Patel signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 17 day of June, 2024

[Signature]
 Notary Public



08/21/2026
 My Commission Expires

Rev. 7/2021





Femeena Patel



AH001360

ALCOHOL HANDLER

EXP: 12/31/2024

CONTRACT OF SALE

THIS CONTRACT OF SALE (this "Contract") is made as of the 18 day of March 2024, by and between FEMEENA PATEL, a Georgia resident ("Purchaser") and SAWNEE ENTERPRISES INC, a Georgia corporation, and WORLD BEVERAGE LLC, a Georgia limited liability company (collectively "Seller").

WITNESSETH:

WHEREAS, Seller is the owner of the fee simple title in the land and all building and improvements located thereon, located at 4580 Log Cabin Drive, Macon, Georgia 31204, as more particularly described on Exhibit "A" (the "Property"); and

WHEREAS, Seller is engaged in the business of operating a liquor store, currently known as "Macon Beverage Outlet" located at the Property (the "Business"); and

WHEREAS, Seller desires to sell the Property, the Business and Inventory (defined below) to Purchaser and Purchaser desires to purchase the Property, the Business, and Inventory from Seller at the price and upon the terms and conditions herein set forth;

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Sale of Property and Business. The above recitals constitute a material part of this Contract and are hereby incorporated herein by this reference as if set forth in detail at length herein. Based upon and subject to the terms, agreements, warranties, representations and conditions of this Contract, Seller agrees to sell and convey fee simple title to the Property, the Business, and Inventory to Purchaser and Purchaser agrees to purchase the Property, the Business, and Inventory from Seller on the Closing Date (defined below).

2. The Property; the Business; Inventory.

(a) The Property. This sale includes, and the term "Property" includes, all right, title and interest, if any, of Seller, in and to (i) any land lying in the bed of any street, road or avenue, opened or proposed in front of or adjoining the Property, to the center line thereof, and any award to be made in lieu thereof and in and to any unpaid award for damage to the land and the building or other improvements on the land by reasons of change of grade of any street occurring after the date of execution and delivery of this Contract, (ii) any and all strips and gores adjacent to or abutting the Property, (iii) any and all easements, rights of way, development rights, air rights and other rights pertaining to the Property and all appurtenances thereto, (iv) all fixtures, equipment and other items of personal property attached to or contained in and utilized in the operation of the Property, and (v) any licenses, permits, certificates and other authorizations issued by a governmental authority, body or agency required or used in or relating to the ownership, use, maintenance, occupancy or operation of any part of the Property.

(b) The Business. The "Business" means collectively, without limitation, the following assets of, or related to, the Business:

(i) (A) all equipment, furniture, furnishings, trade fixtures, personalty, and tangible assets located at the Business and owned by Seller, (B) cash registers, software programs, information systems, procedures and functions and all rights under licenses relating to the use thereof, (C) security systems if any, (D) warranties and guaranties related to all equipment if any and if transferable; (E) all signage and improvements located at the Business; and (F) good will including the trade name of "Macon Beverage Outlet".

(ii) to the extent assignable, all of Seller's right, title, and interest in and to, together with all originals of, all required permits, franchises and licenses including, without limitation, all zoning, use, and occupancy permits for the Business, architectural plans and specifications, applications for zoning variances, governmental and quasi-governmental filings, and approvals together with originals thereof as they relate to the Business if available.

(iii) telephone numbers for the Business, if transferable.

(c) Inventory. "Inventory" means any existing inventory of the Business.

(d) Non-Assumption of Excluded Liabilities. Notwithstanding any other provision hereof, except as expressly set forth herein, Purchaser shall not assume, whether as a transferee or successor, by contract or otherwise, and Seller shall remain liable for, any and all liabilities, obligations or encumbrances of Seller, whatsoever, including but not limited to Federal, State and local business, use, occupancy, real estate, income, sales, and/or gross receipts taxes or other governmental fees or obligations, accrued or assessed prior to Closing (collectively, "Excluded Liabilities").

3. The Purchase Price. The purchase price shall be Four Million Five Hundred Fifty Thousand and No/100 Dollars (\$4,550,000.00) (the "Purchase Price"), plus inventory. Inventory shall be counted and valued by a 3rd party inventory evaluator on the closing date. Inventory shall be valued and calculated based on retail values less a gross margin percentage equal to 20%. The estimated value of the inventory is \$1,000,000.00.

(a) Allocation of the Purchase Price. TBD.

(b) Deposit. Upon the execution of this Contract, Purchaser shall make a deposit in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00) (the "Deposit") by check. The Deposit shall be held by Kim, Goldberg & Im, LLC (the "Escrow Agent") in a non-interest-bearing account. The Deposit shall be applied 100% to the Purchase Price at Closing (as hereinafter defined) unless Purchaser is entitled to the return of the Deposit pursuant to an express provision hereof.

(c) Seller Financed Loan. At Closing, Seller shall provide a seller financed loan in the amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) with an applicable interest rate of ~~7.00%~~ 6.00% per annum with the terms and conditions reasonably negotiated by and acceptable to the Parties. 182

(d) Cash Balance at Closing. At Closing, Purchaser shall pay the balance of the Purchase Price, subject to closing adjustments, pro-rations and credits as provided for herein, by certified or cashier's check or wire transfer payable to Closing Agent (defined below) for the benefit of Seller.

(c) Sales Tax. Seller shall be responsible for, and shall pay at Closing, all transfer taxes, if any, which may be due by reason of the sale by Seller to Purchaser of the Property, Business, and Inventory pursuant to this Contract.

4. Conditions Precedent. The sale of the Property, Business and Inventory is subject to and conditioned upon the satisfaction of the following conditions, all of which conditions must be satisfied as conditions precedent to Purchaser's obligations hereunder to consummate the Closing. In the event said conditions are not so satisfied, Purchaser is entitled, at its election, to terminate this Contract and to the return of the Deposit and this Contract shall be null and void, except for any obligations or liabilities that expressly survive the termination of this Contract (the "Surviving Obligations");

- (i) All obligations and covenants of Seller under this Contract and all of the Closing documents required to be delivered pursuant to Section 26(a) have been satisfied and delivered in accordance therewith.
- (ii) The Property shall be conveyed subject to the lien of real estate taxes not yet due or payable, provided all such taxes due and payable have been paid.
- (iii) Seller shall deliver fee simple title to the Property and sole and good title to the Business and Inventory, with the Property, the Business and the Inventory delivered in "broom clean" condition, with the Property in substantially the same physical condition as existing upon the expiration of the Due Diligence Period, reasonable wear and tear excepted, and with the Business and Inventory in good working condition at Closing, and the Property, the Business and the Inventory free and clear of all mortgages, leases, liens, judgments, security interests, chattel mortgages, assignments of equity and assignments of income, as applicable.
- (iv) Seller shall not be party to any pending action, suit, condemnation or eminent domain proceeding, or other litigation or proceeding, with respect to the Property or the Business, as applicable.
- (v) Seller shall not have received any notice of a pending condemnation or eminent domain proceeding relating to the Property.
- (vi) To the best of Seller's knowledge, the Property complies with all legal requirements as of the date of Closing, and the Property is free and clear of all Hazardous Materials as of the date of Closing. "Hazardous Materials" mean (A) petroleum, petroleum products and by-products, asbestos and asbestos-containing materials, urea formaldehyde foam insulation, electronic, medical or infectious wastes, polychlorinated biphenyls, radon gas, radioactive substances, chlorofluorocarbons and all other ozone-depleting substances and (B) any other chemical, material, substance, waste, pollutant or contaminant that could result in liability under, or that is prohibited, limited or regulated by or pursuant to, any Environmental Law.
- (vii) The Property shall be conveyed subject to all covenants, restrictions, easements and agreements of record provided that none of same (A) render title unmarketable, (B) materially interfere with or prohibit access to or the maintenance of the existing

structures on the Property, (C) are liens, judgments, mortgages or other security instruments or any leases or other possessory rights, options or conveyances of other rights to the Property or any part thereof, (D) covenants, restrictions, easements and agreements have been violated, (E) require that material payments be made by the owner of the Property to any third party or create any other material obligation or liability on the owner of the Property, and (F) have been objected to by Purchaser in accordance with Section 7(c) herein, unless such objection is subsequently waived by Purchaser in writing; provided that nothing shall be construed as limiting Purchaser's right to review the state of title to the Property pursuant to the provisions hereof.

- (viii) The Property shall be zoned for Purchaser's intended use as a retail establishment and Purchaser shall have obtained all necessary governmental permits, licenses, and approvals.
- (ix) The Property shall be free of all violations.
- (x) No petition under any bankruptcy or insolvency law, whether state or federal, shall have been filed by or against the Seller.
- (xi) All contracts including, without limitation, all service agreements, maintenance agreements, supply agreements, management agreements, employee agreements or contracts, equipment contracts, leasing agreements and any other similar contracts and agreements affecting the Property, the Business, the Inventory and/or Seller (collectively, "Existing Contracts") have been terminated on or prior to Closing.
- (xii) The representations and warranties of Seller contained herein are true and correct in all respects on the date hereof and on the date of Closing.
- (xiii) Seller shall have repaid all outstanding indebtedness for borrowed money secured by liens, security interests, financing statements, mortgages, deeds to secure debt or similar security instruments on the Business and/or the Property and shall deliver full releases of record and termination statements thereof.

At Purchaser's option, any or all of the foregoing conditions precedent may be waived.

5. Due Diligence Period. For a period of forty five (45) days from the date of the full execution of this Contract ("Due Diligence Period"), Purchaser has the right to perform or cause to have performed a physical, mechanical and environmental inspection and investigation of the Property, including but not limited to, soil and groundwater tests, surveys, environmental analysis, engineering inspections, and title examination, and to have access to all of Seller's assets, properties to investigate and examine the Business and any such other due diligence as Purchaser deems necessary. If Purchaser finds such inspections and investigations to be unsatisfactory, for any reason whatsoever, as Purchaser shall determine in its sole and absolute discretion, Purchaser has the right upon written notice to Seller to terminate this Contract at any time prior to the expiration of the Due Diligence Period. Upon such written notice to Seller to terminate this Contract, the Contract shall be null and void, the Deposit shall be refunded to Purchaser, and the parties hereto shall be relieved of all further obligations and liability under this Contract, except

for any Surviving Obligations. Due Diligence Period shall not be extended unless both Seller and Purchaser mutually agree. Seller shall provide Purchaser within five (5) days from the execution of this Contract with a copy of past 3 years of federal and state tax returns and/or financial statements, inventory purchasing invoices for the last 2 years, register Z record of the last 12 months, property tax bills, insurance bills, and inventory order records. Within five (5) days from the execution of this Contract, Seller shall also provide Purchaser with a copy of existing survey, owner's title policy, environmental assessment report, insurance bills, and property tax bills in its possession.

6. Deed. At Closing, Seller shall convey title to the Property to Purchaser by general or limited warranty deed, with Seller warranting title against Seller's acts, in usual and customary form (the "Deed").

7. Title Review and Insurance:

(a) Title Review. It is understood and agreed by and between Seller and Purchaser that Purchaser's obligations hereunder are conditioned upon Purchaser reviewing the title to the Property and the Business. In the event Purchaser wishes to raise any objections to the title to the Property, Purchaser shall follow the procedures as set forth in Section 7(c) below.

(b) Title to the Property shall be insurable at Closing by a reputable title insurance company, selected by Purchaser, licensed in the State of Georgia (the "Title Company"), by issuance of an ALTA owner's title insurance policy, insuring the fee simple title to the Property at its ordinary rates and without special premiums, and in the standard form issued by the Title Company in Georgia, without exception or reservations of any kind, including, without limitation, the standard pre-printed exceptions to the title policy, except for any encumbrances permitted under this Contract, not objected to by Purchaser or otherwise approved by Purchaser.

(c) Title Commitments and Insurance. In the event the Property is conveyed by Seller to Purchaser as called for in this Contract, Purchaser agrees to pay upon Closing all costs for said Title Insurance Commitment and any updates or revisions thereof and all premiums charged by Title Company for an owner's ALTA extended coverage title insurance policy for the Property in the amount of the Purchase Price, together with all charges for the preparation of said Survey or update or revision thereof. Upon receipt of the Title Insurance Commitment and Survey, and any updates and revisions thereof, respectively, Purchaser shall furnish copies of the same to Seller. Within fifteen (15) days after the later of the date of receipt of the Title Insurance Commitment or the date of receipt of the Survey, Purchaser shall notify Seller or its counsel and shall deliver to Seller or its counsel a written statement of objections as to the marketability of title matters as reflected in the Title Insurance Commitment and Survey, respectively. In the event Purchaser does not furnish Seller or its counsel with such a written statement of objections within said fifteen (15) day period, Purchaser shall be deemed to have waived any and all objections to said Title Insurance Commitment and Survey, respectively. If Purchaser advises as to any objections as to the marketability of title as reflected in said Title Insurance Commitment and Survey, respectively, then Seller has the right, at its option, to cure said objections or the right not to cure said objections, provided, however, that Seller shall be obligated to obtain and deliver to Purchaser at or before the Closing all documentation extinguishing of record all leases, mortgages, deeds to secure debt or deeds of trust, and all liens and encumbrances that can be removed by payment of a liquidated

amount or by posting a bond, as well as any encumbrance arising after the effective date of the Title Insurance Commitment (and Seller shall pay all costs of recording associated therewith). Seller shall notify Purchaser or its counsel as to its election to cure or not said objections within seven (7) days after receipt of Purchaser's notice of objections. If Seller elects not to cure said objections, then Purchaser has the right to elect either to accept title or to terminate this Contract and to recover the Deposit. Purchaser shall notify Seller as to its election within seven (7) days of receipt of Seller's notice to Purchaser of its election not to cure said objections. If Purchaser fails to give Seller such notice of Purchaser's election to either accept title or terminate this Contract within the time specified, it shall be presumed conclusively that Purchaser has elected not to accept title to the Property subject to such objected items. If Purchaser terminates or is deemed to have terminated this Contract, neither Purchaser nor Seller shall have any further liability hereunder, except that Purchaser shall be entitled to the return of the Deposit and except for any Surviving Obligations. In the event Seller elects to cure any objections raised by Purchaser concerning said Title Insurance Commitment and Survey, Seller shall have a reasonable period of time within which to cure such objections (but not to exceed thirty (30) days after the expiration of the Due Diligence Period) including any period of time up to the Closing Date. After Purchaser has approved the state of title as set forth in this Section 7(c), Purchaser has no right to object to the state of title to the Property, except as to any encumbrances on title caused by Seller between said time and the Closing Date or as to any matter not listed and described on the Title Insurance Commitment as of the effective date of the Title Insurance Commitment and the Survey; it being understood that Purchaser may raise as an objection any of such items within five (5) business days upon receipt of notice thereof, and Seller shall be entitled to a reasonable period of time within which to cure such objections, including any period of time up to the Closing Date, but in no event shall such extension exceed thirty (30) days from the expiration of the Due Diligence Period; Purchaser shall continue to have all rights and remedies as set forth above if Seller elects not to or cannot cure such objections.

- (i) Seller shall comply with the requirements of all laws concerning conveyance of the Property and the Business by the Seller, or any predecessor of Seller, and in addition, proof of qualification of Seller to do business in the state where the Property is located, proof of payment of franchise or other similar taxes of Seller and submission of corporate, partnership or other applicable entity, resolutions of Seller (as the case may be) or other evidence of authority of Seller authorizing the sale of the Property and Business, together with evidence of authority for the officers, partners or members of Seller (as the case may be) to execute any and all documentation required to complete the transactions contemplated by this Contract.

8. Representations and Warranties.

- (a) Seller represents and warrants to Purchaser as of the date hereof, which such representations and warranties shall be remade as of the Closing Date, that the following are true, correct, and complete and not misleading in any material respect as of such date:

- (i) Seller has all requisite power to own and convey the Property and the Business, and has all necessary power and authority to enter into and carry out this Contract according to its terms. Seller is a Georgia entity, and has full power and authority to conduct its businesses as presently conducted. Seller has not sold, conveyed, transferred, given,

ground leased, pledged, mortgaged, or otherwise disposed of, encumbered, or granted in any manner all or any portion of the Property, the Business and/or the Inventory, as applicable; Seller owns the Property in fee simple and owns sole and good title to the Business and the Inventory.

(ii) This Contract has been duly authorized, executed and delivered and constitutes a legal and binding obligation of Seller, enforceable in accordance with its terms, except as may be limited by bankruptcy and other laws affecting creditors' rights generally.

(iii) No permit, approval, or authorization of, or designation, declaration or filing with any Governmental Authority or any other person or entity on the part of Seller or otherwise is required in connection with the execution or delivery by Seller of this Contract or the consummation of the transactions contemplated hereby.

(iv) To the best of Seller's knowledge there exist no outstanding violations of legal requirements governing the use and occupancy of the Property and/or the Business, or the storage, treatment, transportation, generation, or disposal of Hazardous Materials with respect to the Property or with respect to any underground storage tank presently or previously located at the Property. To the best of Seller's knowledge, there are no Hazardous Materials located at or under the Property. There is no suit, action, litigation, administrative hearing, arbitration, labor controversy or negotiation or other proceeding or government inquiry or investigation known to Seller, affecting Seller, Property, and/or Business (including, without limitation, environmental, condemnation or land use proceedings) pending, or to the best of Seller's knowledge, threatened, against Seller, the Property, the Business and/or the Inventory. There are no known judgments, consent decrees or injunctions against, affecting or binding upon Seller. Seller has obtained all approvals, permits and authorizations from all governmental authorities necessary for the lawful construction, use and operation of the Property, the Business, and the Inventory.

(v) There are no Existing Contracts affecting the Property that will be binding upon Purchaser on or after the Closing; there are no Existing Contracts that are not terminable at will or with no more than thirty (30) days prior notice by Seller.

(vi) Seller is not a "foreign person" under the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA") and upon consummation of the transaction contemplated hereby, Purchaser will not be required to withhold from the Purchase Price any withholding tax.

(vii) All bills for work performed and materials furnished with respect to the Property have been paid in full or shall be paid in full at or prior to the Closing. Seller shall indemnify and save Purchaser harmless from any cost, damage, or liability, including attorney's fees, from Seller's failure to pay all such bills at or prior Closing. This provision shall survive the Closing.

(viii) There are no purchase options, right of first refusal or right of first offer for the sale or lease of all or any portion of the Business or the Property. There is no third party

that has any rights to or a claim of right to the Business, or to the Property, through any contract of sale or other agreement, and there is no contract of sale or any other agreement for the purchase and sale of the Business or the Property, that is executory and binding upon Seller, or against the Business or the Property, on the date hereof.

(ix) No representation or warranty or exhibit or schedule contained in this Contract by or on behalf of Seller, nor any statement or certificate furnished pursuant to this Contract or in connection herewith, contains or will contain an untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein not misleading.

(x) Except in connection with this Contract, there are no outstanding brokerage commissions or fees payable with respect to the Property.

(xi) That all mechanical, structural, heating, air conditioning, electrical, gas, utility, plumbing systems to the interior walls of improvements on the Property, together with all equipment and elements servicing and/or within improvements on the Property are in good working order and condition sufficient for the use and operation of the business, and all structural elements are sound.

(xii) Seller has timely filed all tax returns and reports required to be filed by it, including all federal, state, local and foreign tax returns. Seller has paid in full or made adequate provision by the establishment of reserves for all taxes and other charges which have become due. To the best of Seller's knowledge, there is no tax deficiency proposed or threatened against Seller. There are no tax liens upon any property or assets of Seller. Seller has made all payments of estimated taxes when due in amounts sufficient to avoid the imposition of any penalty.

(xiii) All taxes and other assessments and levies which Seller was required by law to withhold or to collect have been duly withheld and collected and have been paid over to the proper governmental entity or are being held by Seller in separate bank accounts for such payment. There are no outstanding agreements or waivers extending the statute of limitations applicable to any federal, state, or local income, sales/use, or similar tax returns of Seller for any period.

(xiv) Seller possesses all licenses and required governmental or official approvals, permits or authorizations (collectively, the "Permits") to operate a liquor store business at the Property. All such Permits are valid and in full force and effect, Seller is in compliance with their requirements, and no proceeding is pending or, to the best of Seller's knowledge, threatened to revoke or amend any of them.

(xv) The Business Assets and the Inventory constitute, in the aggregate, all of the property necessary for the conduct of the business of Seller in the manner in which and to the extent to which it is currently being conducted.

(xvi) Seller has not received any notification from any insurer, agent or broker denying or disputing any claim made by Seller or denying or disputing any coverage for any such claim or the amount of any claim. Seller has no claim against any of its insurers

under any of such policies pending or anticipated and there has been no occurrence of any kind, which would give rise to any such claim.

(xvii) There are no actions, suits, claims, governmental investigations, or arbitration proceedings pending or, to the best of Seller's knowledge, threatened against or affecting Seller or any of the Business or any assumed liabilities, or which question the validity or enforceability of this Contract or any action contemplated hereby, and there is no basis for any of the foregoing. There are no outstanding orders, decrees or stipulations issued by any federal, state, local or foreign judicial or administrative authority in any proceeding to which Seller is or was a party or which affect the Business or any assumed liabilities.

(b) Purchaser represents and warrants to Seller as of the date hereof, which such representations and warranties shall be remade as of the Closing Date, that the following are true, correct, and complete and not misleading in any material respect as of such date:

(i) Purchaser has all necessary power and authority to enter into and carry out this Contract according to its terms. Purchaser is a Georgia resident, and has full power and authority to conduct its business as presently conducted.

(ii) This Contract has been duly authorized, executed and delivered and constitutes a legal and binding obligation of Purchaser, enforceable in accordance with its terms, except as may be limited by bankruptcy and other laws affecting creditors' rights generally.

(iii) No permit, approval, or authorization of, or designation, declaration or filing with any Governmental Authority or any other person or entity on the part of Purchaser is required in connection with the execution or delivery by Purchaser of this Contract or the consummation of the transactions contemplated hereby.

(c) The representations and warranties contained in this Section 8 shall survive the Closing for a period of one (1) year following the Closing Date.

9. Destruction or Condemnation. If, prior to the date of Closing, (a) the Property is damaged or destroyed by fire or other casualty and such casualty would cost at least \$100,000.00 to repair, or would not be fully covered by Seller's insurance (with no deductible or with only such deductible as Seller would agree to reimburse Purchaser for), or the repair of any improvement thereon would cause the Property to lose any zoning variance it may have, or if the building would not be able to be rebuilt to the size and dimensions of the building as it existed immediately prior to such casualty, or (b) if either (i) all or any substantial portion of the Property, or (ii) if any portion of the building at the Property, or (iii) ingress and egress at the Property or (iv) sufficient parking reasonably and legally required to operate a retail business at the Property, shall, in any such instance, be condemned or taken by eminent domain by any Governmental Authority, then, in any such event, Purchaser has the option to cancel this Contract or conclude the transaction herein provided for. If Purchaser elects, pursuant to such option, to cancel this Contract, it shall do so by written notice to Seller within a period of not more than ten (10) days after its receipt of notice of the occurrence of any of the events set forth above. In such event, upon return of the

Deposit, if any, to Purchaser, both parties shall be relieved and discharged of all further liability hereunder other than any Surviving Obligations. If, however, Purchaser does not so elect to cancel this Contract, or if there exists no option to terminate due to the nature and extent of the casualty, there shall be no reduction in the Purchase Price, and Purchaser shall be entitled, in the case of fire or other casualty, to receive all rights of Seller in and to all insurance proceeds, or, in the case of condemnation or taking by eminent domain, to receive all rights of Seller in and to the award for said Property or the portion thereof so taken, and Seller will execute and deliver to Purchaser, on the Closing hereunder, all proper instruments for the assignment and collection of such proceeds or award, and an appropriate adjustment to the Purchase Price reflecting the amount of any insurance deductible shall be made at Closing. Seller agrees to maintain casualty insurance covering the Property with the same coverage as exists as of the date of this Contract, and agrees to furnish a certificate of insurance to Purchaser evidencing the same. To Seller's knowledge, no condemnation proceedings relating to the Property are pending or threatened and the Property and/or Business have not been affected by any casualty which resulted in any damage or destruction to the Property that has not been fully repaired or restored.

10. **Risk of Loss.** The risk of any loss to the Business and all liability with respect to injury and damage occurring in connection therewith shall be the sole responsibility of Seller until the completion of the Closing. If any part of the Business is damaged by fire or other casualty prior to the completion of the Closing hereunder and such damage materially and adversely effects the operations of the Business, Seller shall so notify Purchaser, and Purchaser has the right and option (a) to terminate this Contract, without liability to any party hereto, other than the Surviving Obligations; or (b) to proceed with the Closing hereunder, in which event such casualty shall not constitute a breach by Seller of any representation, warranty or covenant in this Contract, and Purchaser shall be entitled to receive and retain the insurance proceeds arising from such casualty and receive a reduction in the Purchase Price equal to the amount of any related deductible.

11. **Fixtures and Personal Property.** All buildings, improvements and permanent fixtures attached to or used in connection with the Property, including the Business and Inventory, shall be free from all liens and encumbrances as of the Closing Date.

12. **Prior Understandings and Contracts.** It is understood and agreed that all understandings and agreements heretofore had between the parties, other than any confidentiality and/or non-competition provisions in the letter of intent or otherwise, are merged in this Contract, which alone fully and completely expresses their agreement and that the same is entered into after full investigation, neither party relying upon any statement or representation not embodied in this Contract made by the other.

13. **Date and Place of Closing.** The closing of title to the Property and for the transfer and assignment of the Business and Inventory to Purchaser (the "**Closing**") shall occur simultaneously and shall take place on or before June 28, 2024 (the "**Closing Date**"), at the offices of Kim, Goldberg & Im, LLC, located at 3473 Satellite Boulevard, Suite 300 North, Duluth, Georgia 30096 (the "**Closing Agent**"). Purchaser and Seller may agree to schedule the Closing for another date or place as may be agreed to in writing by the parties.

14. **Seller's Property Covenants.** From and after the date hereof through and including the Closing Date, Seller shall, at Seller's sole cost and expense, (a) maintain the Property in its

existing condition, (b) maintain and keep Seller's insurance in full force and effect, (c) cure all violations affecting the Property, and (d) pay all outstanding taxes, assessments, maintenance, and other charges related to the Property. From and after the date hereof through and including the Closing Date, Seller shall not (i) enter into any new lease or occupancy agreement, or consent to any sublease or assignment, (ii) further encumber the Property, (iii) enter into any agreement concerning the Property not cancelable on or prior to the Closing Date, and (iv) make structural alterations to the Property or any alteration to any HVAC, electrical, plumbing, sprinkler or other utility system serving the Property.

15. Seller's Business Covenants. From and after the date hereof through and including the Closing Date, Seller shall (i) keep the Business intact and shall not take or permit to be taken or do or suffer to be done anything other than in the ordinary course of its business as the same is presently being conducted; (ii) shall use its best efforts to maintain the Business in good condition; (iii) shall perform its obligations under any and all Existing Contracts and leases; (iv) shall maintain the goodwill and reputation associated with the Business, and (v) shall maintain and keep inventory enough to operate the Business for at least a week in normal circumstances.

16. Taxes and Tax Returns. Seller shall timely file all federal and state income tax and sales tax returns for taxable periods ending on or prior to the Closing Date and shall pay all taxes attributable to such periods. Such returns shall be prepared and filed in accordance with applicable law and in a manner consistent with past practices. Such obligation shall survive the Closing.

17. Notification. Seller shall give Purchaser prompt notice of (i) any event which would or would be likely to cause any representation or warranty to be untrue or inaccurate in any material respect and (ii) any failure to Seller to comply with any covenant, condition or agreement required to be complied with or satisfied by Seller hereunder. The delivery of any such notice shall not be deemed to modify the representations, warranties, covenants, conditions, or agreements of Seller hereunder.

18. Hiring of Seller's Employees. On or after the Closing, Purchaser shall be permitted to hire any such employee of Seller as determined in Purchaser's sole discretion. Seller shall use all reasonable efforts to cause such employees to make available their employment services to Purchaser.

19. Bulk Transfer Provision. Seller and Purchaser hereby waive compliance with the provisions of any applicable bulk transfer law; provided, however, that Seller agrees to: (i) pay and discharge when due or to contest or litigate all claims of creditors which are asserted against Purchaser or the Business by reason of such noncompliance; (ii) indemnify, defend and hold harmless Purchaser from and against any and all such claims in the manner provided in Section 20 and (iii) take promptly all necessary action to remove any liens and encumbrances which are placed on the Business by reason of such noncompliance. The provisions of this Section 19 shall survive the Closing.

20. Indemnification. (a) Seller covenants and agrees to indemnify, defend, protect and hold harmless Purchaser and its officers, directors, employees, owners, managers, assigns, successors and affiliates (individually, a "Purchaser Party" and collectively, the "Purchaser Parties") from, against and in respect of all liabilities, losses, claims, damages, punitive damages,

causes of action, lawsuits, administrative proceedings (including informal proceedings), investigations, audits, demands, assessments, adjustments, judgments, settlement payments, deficiencies, penalties, fines, excise taxes, interest (including interest from the date of such damages) and costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements of every kind, nature and description) (collectively, "Damages") suffered, sustained, incurred or paid by the Purchaser Parties, in any action, proceeding or controversy between the Seller Parties (as defined below) and Purchaser or between the Purchaser Parties and a third party, in connection with, resulting from or arising out of, directly or indirectly: (i) any misrepresentation, breach of warranty or breach or non-fulfillment of any agreement of Seller contained in this Contract or other instrument or document furnished or to be furnished by Seller, including without limitation, any documents furnished at Closing; (ii) any liability retained by Seller, including the Excluded Liabilities; (iii) any litigation involving Seller or the Business; (iv) the bulk transfer or bulk sale provisions of any applicable law; (v) any and all liabilities under the environmental laws arising out of incidents that occurred after the Due Diligence Period expires but prior to the Closing Date; (vi) any claim relating to any taxes accrued on or prior to the Closing Date; and (vii) the business, operations or assets of Seller on or before the Closing Date or the actions of Seller's directors, officers, owners, employees or agents before the Closing Date.

(b) Purchaser covenants and agrees to indemnify, defend, protect and hold harmless Seller, its officers, directors, employees, members, assigns, successors and affiliates and its respective assigns and successors (individually a "Seller Party" and collectively, the "Seller Parties") from, against and in respect of all Damages (including reasonable attorneys' fees) suffered, sustained, incurred or paid by the Seller Parties, in any action, proceeding or controversy between the Purchaser Parties and the Seller Parties or between the Seller Parties and a third party in connection with, resulting from or arising out of, directly or indirectly: (i) any misrepresentation or breach of warranty of Purchaser contained in this Contract; and (ii) the business, operations, or assets of Purchaser following the Closing Date or the actions of Purchaser's directors, officers, members, employees, or agents following the Closing Date.

21. Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the State of Georgia.

22. Purchaser's and Seller's Default. IF PURCHASER DEFAULTS FOR ANY REASON WHATSOEVER UNDER THIS CONTRACT, THEN IN SUCH EVENT, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, PURCHASER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT BY PURCHASER, WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. PURCHASER AND SELLER IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY PURCHASER HAVE AGREED BELOW THAT THE DEPOSIT SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES. IN THE EVENT OF AND FOR SUCH DEFAULT BY PURCHASER, SELLER SHALL RETAIN THE DEPOSIT AS SELLER'S SOLE REMEDY THEREFOR.

If Seller defaults for any reason whatsoever under this Contract, then, in such event Purchaser shall be entitled to, in addition to any other right or remedy set forth in this Contract, (a)

receive the return of the Deposit, which return shall operate to terminate this Contract; or (b) such remedies as Purchaser is entitled to at law or in equity, including, but not limited to, specific performance of Seller's obligation to convey the Property and the Business to Purchaser in accordance with the terms hereof.

23. Notices. All notices given or required to be sent by the parties hereto shall be deemed to be duly given only if sent by registered or certified mail, return receipt requested, and deposited postage prepaid in a post office box regularly maintained, or by hand delivery, or if sent by overnight delivery service as provided by reputable courier service such as by Federal Express Corporation or Airborne Express and delivered to such overnight courier, all charges prepaid addressed to the parties hereto at their respective addresses as set forth herein. Notices shall be deemed effective three days after deposit for certified or registered mail, one day after delivery to overnight courier, and on the date of hand delivery, or, in each case, on the date such party refuses to accept delivery. Supplementing the foregoing, facsimile transmission shall be effective notice for purposes of this Contract as of the date of facsimile transmission, provided that any notice sent via facsimile shall be followed by an alternative means of transmission (e.g., certified mail, overnight courier, or hand delivery). Seller's fax number for purposes of notices is _____, and Purchaser's fax number for purposes of notices is _____. All notices should also be sent to each party's counsel in accordance with this Section 23, if any.

24. Closing Costs. Seller shall pay any and all transfer taxes and recording charges required to be paid in connection with the conveyance provided for hereunder. All other title related fees shall be paid by Purchaser. Seller and Purchaser shall equally share the closing and escrow cost incurred for the preparation of the closing documents.

25. Apportionments. The following shall be apportioned with respect to the Property and the Business as of 12:01 a.m., on the day of Closing, as if Purchaser were vested with title to the Property during the entire day upon which Closing occurs on the basis of the actual number of days elapsed over the applicable period:

(a) Taxes and assessments and vault charges levied against the Property not yet due and payable.

(b) All utilities charges on the basis of the most recent meter reading (dated not more than fifteen (15) days prior to Closing) or if unmetered, on the basis of a current bill for each such utility.

(c) If the Closing occurs before a real estate or personal property tax rate or assessment is fixed for the tax year in which the Closing occurs, the apportionment of taxes at the Closing shall be upon the basis of the tax rate or assessment for the preceding fiscal year.

(d) Personal property taxes relating to the Business, utility service charges relating solely to the Business, water charges and other accrued but unpaid (as of the Closing Date) expenses related to the Business, and any prepaid items related to the Business which are customarily prorated shall be prorated as of the Closing Date such that Seller is responsible for such expenses accruing prior to the Closing, and Purchaser is responsible for such expenses accruing from and after the Closing. Seller shall receive a credit at Closing for all pre-paid

expenses for any period(s) post Closing, and Purchaser shall receive a credit for unpaid expenses owing by Seller on the Business prorated to the date of Closing. Such prorations shall be made at Closing based upon actual bills, or if such bills are not available, based upon good faith estimates for such prorated expenses.

(e) All obligations under this Section 25 shall survive the Closing. If after the Closing, the parties discover any errors in adjustments and apportionments, same shall be corrected as soon after their discovery as possible, but in no event shall there be any readjustment later than six months after the Closing Date unless prior to such date the party seeking the adjustment shall have delivered a written notice to the other specifying the nature and basis for such claim. The provisions of this Subsection (e) shall survive the Closing.

26. Documents to be Delivered at Closing.

(a) At or prior to Closing, Seller will furnish Purchaser and Escrow Agent on behalf of Purchaser, with the following documents, all of which shall be executed by Seller:

- (i) The Deed conveying fee simple title to the Property to Purchaser in accordance with this Contract.
- (ii) A bill of sale, transferring, selling, and assigning to Purchaser, all right, title and interest of Seller in and to all of the Business, including, without limitation, the transfer of all Permits required to operate the Business, if assignable.
- (iii) An IRS Form 1099-s Real Estate Reporting Form.
- (iv) A FIRPTA Affidavit and Georgia Affidavit of Seller's Residence.
- (v) Any document required by legal requirements to be executed by Seller in order to allow Purchaser to record any transfer document.
- (vi) A settlement statement showing all closing prorations.
- (vii) All keys to the Property in possession of Seller and all keys and security codes to the Business, if any.
- (viii) Any other documentation as reasonably may be requested by Purchaser or Title Company or as is necessary to comply with this Contract.

(b) At Closing, Purchaser shall deliver to the Escrow Agent the following:

- (i) The balance of the Purchase Price plus price of Inventory in accordance with the provisions of Section 3 hereof.
- (ii) Any other documentation as reasonably requested by Seller or as is necessary to comply with this Contract.

- (iii) At Closing, Escrow Agent shall issue and deliver to Purchaser an ALTA extended coverage owners policy of title insurance (which policy of title insurance shall include appropriate "gap" coverage) in the amount of the Purchase Price of the Property, such policy to be in compliance with the provisions of Section 8 hereof and containing only such exceptions to coverage as have been approved by Purchaser.

27. Covenant Not to Compete. For a period of five (5) years after the date of Closing, Seller agrees that Seller shall not anywhere within five (5) mile radius of the Business, directly or indirectly through any corporation, partnership, trust or otherwise, engage in any kind of liquor store business. This prohibition includes owning, managing, operating, financing, joining, controlling, or participating in the ownership, management, operation, financing, or control of any kind of liquor store business, or acting as an officer, director, employee, partner, principal, agent, representative, consultant or otherwise of such business. Seller acknowledges and agrees that part of the Purchase Price is consideration for the foregoing non-compete restriction and is reasonable and necessary to protect the legitimate interest of Purchaser and that Purchaser would not have entered into this Agreement in the absence of such restriction. Any violation of this covenant will result in irreparable injury to Purchaser, and the remedy at law for any breach of the foregoing covenant will be inadequate, and in the event of any such breach, Purchaser, in addition to any other relief available to it, shall be entitled to temporary injunctive relief before trial from any court of competent jurisdiction as a matter of course. Seller further acknowledges and agrees that Purchaser shall be entitled to an equitable accounting of all earnings, profits and other benefits arising from such breach and further agrees to pay the reasonable legal fees and expenses incurred by Purchaser or any successor or assign thereof in enforcing the restrictions contained in this Section 27.

28. Title Taken by Assignee. Purchaser is entitled to assign this Contract to a third-party assignee or designee ("Assignee") provided that such Assignee assumes all of the obligations of Purchaser hereunder. Seller acknowledges that Purchaser may assign the obligation to purchase the Property to one entity and the obligation to purchase the Business another entity. Notwithstanding anything to the contrary, this Contract may not be assigned by either party without prior written consent by Seller, which consent shall not be unreasonably withheld.

29. Waiver of Jury Trial. The parties hereby knowingly, voluntarily, and intentionally waive any right that either party may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with, the Property, this Contract or any documents executed in connection herewith, or in respect of any course of conduct, statements (whether oral or written), or actions of either party with respect thereto.

30. Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Contract, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the state where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 6 p.m., Eastern Standard Time.

31. Waivers; Extensions. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

32. Modifications. This Contract may be amended, modified, or supplemented only by a written instrument signed by Seller and Purchaser.

33. No Offer. The submission of a draft, or a marked-up draft, of this Contract by one party to another is not intended by either Seller or Purchaser to be an offer to enter into a legally binding contract with respect to the purchase and sale of the Property. Seller and Purchaser shall be legally bound with respect to the purchase and sale of the Property pursuant to the terms and provisions of this Contract or otherwise only if and when Seller and Purchaser have unconditionally delivered fully executed counterparts of this Contract.

34. Binding Effect; No Third-Party Beneficiaries. This Contract shall be binding upon, and the benefits thereof shall inure to, the successors and assigns of the parties hereto. The provisions of this Contract are for the sole benefit of the parties to this Contract and their successors and assigns and shall not give rise to any right by or on behalf of anyone other than such parties.

35. Headings. The headings contained in this Contract are for convenience only, and are not to be used in determining the meaning of this Contract or any part hereof.

36. Drafting. Each party shall have been deemed to have participated equally in drafting of this Contract and the agreements contemplated hereby and any ambiguity in this Contract shall not be construed against any purported author thereof.

37. Prevailing Party. If any action at law or in equity is brought by either party hereto to enforce or interpret the terms of this Contract, the prevailing party is entitled to recover reasonable attorney's fees, costs, and disbursements, in addition to any other relief to which such party may be entitled.

38. Further Assurances. The parties agree to execute any further documents, and take any further actions, as may be reasonable and appropriate in order to carry out the purpose and intent of this Contract.

39. Counterparts. This Contract may be executed in one or more counterpart copies, and each of which so executed, irrespective of the date of execution and delivery, shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

40. Severability. In the event that any provision of this Contract is adjudicated to be void, illegal, invalid, or unenforceable, the remaining terms and provisions of this Contract shall not be affected thereby, and each of such remaining terms and provisions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

41. Supply Contracts. Purchaser shall not be required to assume any of existing supply contracts executed by Seller.

42. 1031 Tax Deferred Exchange. A material part of the consideration to Seller for the sale is that Seller has the option to qualify this transaction as part of a tax deferred exchange under Section 1031 of the Internal Revenue Code of 1986. Purchaser agrees to cooperate in the exchange, provided Purchaser incurs no additional liability, cost or expense. Notwithstanding anything to the contrary, this Agreement may be assigned by Seller for purposes for consummating a tax deferred exchange under Section 1031 of the Internal Revenue Code of 1986.

43. Loan Contingency. The closing of the transaction contemplated herein this Agreement shall be contingent upon Purchaser's procuring a US Small Business Administration guaranteed loan with terms and conditions reasonably acceptable to Purchaser. Should Purchaser not able to procure such loan with such terms and conditions, Purchaser shall have a right to either terminate this Agreement with the Deposit refunded to Purchaser.

44. License Contingency. The closing of the transaction contemplated herein this Agreement shall be contingent upon Purchaser's procuring licenses required to operate the Business from the government authorities. Should Purchaser not be able to procure such licenses, Purchaser shall have a right to terminate this Agreement with the Deposit refunded to Purchaser.

45. Broker. Purchaser and Seller warrant and represent that Purchaser and/or Seller has not employed or dealt with a real estate broker or agent other than Golden Bridge Realty, Inc.(the "Broker") in connection with the transaction contemplated hereby. At Closing, Seller shall pay the Broker an agreed upon brokerage commission.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, this Contract has been duly executed by the parties hereto as of the day and year first above written.

PURCHASER:

_____(Seal)
FEMEENA PATEL

SELLER:

SAWNEE ENTERPRISES INC,
a Georgia corporation

By: _____(Seal)
Name: _____
Title: _____

[Corporate Seal]

WORLD BEVERAGE LLC,
a Georgia limited liability company

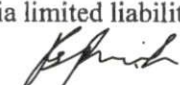
By: _____(Seal)
Name: _____
Title: _____

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

[TO BE ATTACHED BY SELLER]

Agent Certification

The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct the licensed business according to all county ordinances and state laws and regulations in respect thereof, and understand that the Agent named herein may be held personally responsible for violations of County Alcohol Code committed by others at the Agent's direction, or with the Agent's knowledge.

Agent's Signature:  Date: 6/17/24

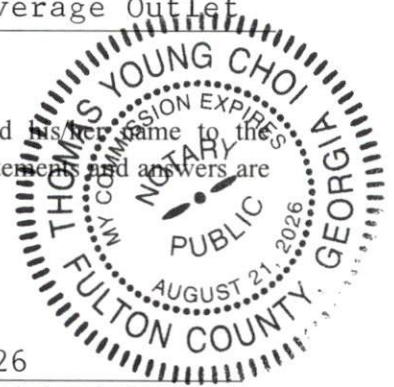
Business Name: Fyre Beverage Outlet Inc dba Macon Beverage Outlet

I hereby certify that Femeena Patel (Agent) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 17 day of June, 2024


Notary Public

08/21/2026
My Commission Expires



Ownership/Individual Certification

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Individual/Owner's Signature:  Date: 6/17/24
(If different from Agent)

Title: Owner

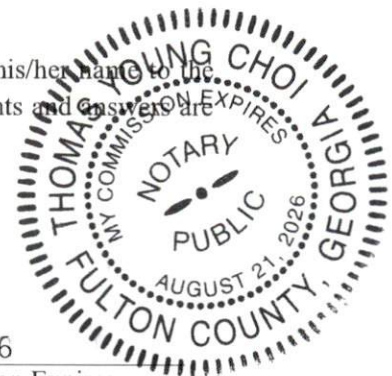
Business Name: Fyre Beverage Outlet Inc dba Macon Beverage Outlet

I hereby certify that Femeena Patel (Applicant) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 17 day of June, 2024


Notary Public

08/21/2026
My Commission Expires



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Fyre Beverage Outlet Inc dba Macon Beverage Outlet

Business Address: 4580 Log Cabin Dr. Macon, GA 31204

Instructions:

This form must be completed for each new license or renewal license application for locations selling beer or wine or both, but not distilled spirits, by the package to go.

If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be grounds for denial or revocation of any license issued to you.

Definitions:

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that a Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.
- ☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under \$10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria:
1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.

☒ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.



Applicant/Agent Signature

8/17/24

Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

This form must be completed for each new license application for locations selling alcohol by the package to go or operating as a bar or nightclub.

Pursuant to Sec. 4-1 of the Macon-Bibb County Code of Ordinances,

1. Bar shall mean any business that derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises, in accordance with O.C.G.A. § 3-1-2;
2. Nightclub shall mean any business which:
 - Directly or indirectly charges patrons for admission;
 - Is licensed under this Chapter for the sale of alcoholic beverages for consumption on premises;
 - Provides entertainment using amplified sound, including, without limitation, the playing of pre-recorded music through amplified sound by a DJ or emcee or similar person; the playing of live analog, electronic, or digital musical instruments; the presentation of live human speech or dialogue through amplified sound; or any combination of the above;
 - Which does not provide a number of seats suitable for the viewing of such entertainment greater than or equal to the number of patrons present; and
 - Which does not earn at least fifty percent of its annual gross revenues from the sale of prepared meals or the letting of rooms for overnight stay.

If you are selling alcohol by the package to go or operating a bar or nightclub you must:

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470, select option "0" to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

If you are not operating as a bar or nightclub or selling alcohol by the package to go, simply check the box on this form for "Exempt" and sign at the bottom.

Pursuant to Sec. 4-40 of the Macon-Bibb County Code of Ordinances,

1. Any establishment selling alcoholic beverages by the package to go must install security cameras, which are, at a minimum, of sufficient quantity, quality, and positioning so as to capture the face and clothing of any person entering into the establishment through any public entrance; or making any purchase from the establishment.
2. Any establishment licensed to sell any alcoholic beverage for consumption on premises, which is operating as a bar or nightclub, is hereby required to install security cameras, which must, at a minimum, be of sufficient quantity, quality, and positioning so as to capture the face and clothing of persons entering into said establishment through any public entrance.

*Security Camera Compliance Verification Form
Rev. March 2021
Page 1 of 2*

thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

3. A digital security camera system shall be deemed to be "of sufficient quality" of and only if each camera required under this Section meets the following criteria:
 - It is capable of producing an image with a 1080p High Definition (1920 x 1080 pixels) resolution or greater at a minimum frame rate of 15 frames per second;
 - It is maintained in a state of being free of dust or debris that would interfere with the quality of the image being produced; and
 - It is capable of operating in the actual interior or exterior lighting conditions that are present during all operations and times of operation for the establishment, and of producing a clear image of the face and clothing of the persons described in this Section in all such lighting conditions.
4. Such cameras meeting the requirements of this Section must be capable of producing a retrievable image on film, tape, or other suitable digital format that can be made a permanent record and that can be enlarged through projection or other means. Cameras meeting the requirements of this Section shall be maintained in proper working order at all times and shall be subject to periodic inspection by the Sheriff.
5. Establishments required under this Section to install security cameras shall maintain all video images captured thereby for a period of at least thirty days from the date of image capture.
6. The failure to have or maintain security cameras in good working condition, with sufficient backup storage as to permit the retrieval of images as required by this Section shall be a violation of this Section and shall be punishable in accordance with the general provisions of Section 1-6 of this Code, as well as by any adverse action against the alcohol licensure of such business, up to and including the revocation or denial of all existing alcohol licenses held by such licensee.

Business Name: FYRE BEVERAGE OUTLET INC

Business Address: 4580 LOG CABIN DR, MACON GA 31204

I hereby certify that on this date, I have inspected the security camera and image retrieval system located at the above business and found it to be in compliance with the requirements of Sec. 4-40 of the Macon-Bibb County Code of Ordinances, as stated hereon.

9/10/24 7210
Code Enforcement Department Designee

05/21/2024
Date

☐ **Exempt:** Check this box if you are not licensed, not applying for package to go license, or not operating as a bar or nightclub.

[Signature]
Applicant/Agent Signature

5/3/24
Date

Security Camera Compliance Verification Form
Rev. March 2021
Page 2 of 2

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.


Signature

Femeena Patel
Print Name

8/17/24
Date



Alcohol License Questionnaire

Name of Business: Fyre Beverage Outlet Inc dba Macon Beverage Outlet
Owner's Name: Femeena Patel
Address: 707 Approach Dr
Peachtree City, GA 30269

1. Do you own or are you leasing your business location? ☒ Own ☐ Lease
2. If you purchased the building, what was the final sale price as reflected in public records? \$ 5,550,000.00
3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?
- Please circle one: ☒ Relation, see below ☐ No Relation
- Purchasing the Building, too _____
-
4. If you are leasing the building, will your landlord be involved in the day to day business operations? ☐ Yes ☒ No
5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? ☐ Yes ☒ No
6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? ☐ Yes ☒ No
7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☐ Yes ☒ No


Signature

Femeena Patel

Print Name

6/28/2024

Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

This form must be completed by any bar or nightclub operating with an alcohol license which allows or requires security personnel to carry firearms while working. The form shall be submitted upon applying or renewing any license to sell alcohol on the premises. This form is not required for businesses employing certified peace officers in good standing with the Georgia Peace Officer Standards and Training Counsel. Applicants applying for special events which employ armed security personnel are required to submit this form.

Pursuant to the licensing requirements of Sec. 4-550 of the Macon-Bibb County Code of Ordinances, attach the following documentation to this form prior to submission:

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.
2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.

NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.

3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

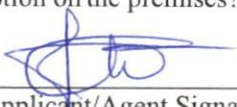
If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: FYRE BEVERAGE OUTLET INC. DBA MACON BEVERAGE OUTLET

Business Address: 4580 LOG CABIN DR., MACON, GA 31204

☒ **Exempt:** Check this box if you certify that you will not hire any armed security personnel, or that you are not operating as a bar or nightclub.

Does your business derive 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises? ☐ YES ☒ NO


Applicant/Agent Signature

8/17/24
Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

*Please list every individual who may be working as armed security personnel at your bar or nightclub. Certified peace officers do not need to be listed and may be added in the future without updating this list. If you hire anybody in the future to work as armed security personnel at your bar or nightclub, this list **MUST** be updated to include that person before they are allowed to carry a firearm while working at your business. Use additional copies of this sheet if necessary.*

IF ANY PERSON NOT ON THIS LIST IS FOUND TO BE WORKING AS ARMED SECURITY PERSONNEL AT YOUR BAR OR NIGHTCLUB, THEN YOU MAY BE SUBJECT TO PENALTIES OF UP TO \$1000 PER VIOLATION AND UP TO 6 MONTHS IN JAIL, AS WELL AS THE LOSS OF ALL ALCOHOL LICENSES ISSUED TO YOU WITHIN MACON-BIBB COUNTY.

1.	Name	Date of Birth	GBPDSA Private Security License #
2.	Name	Date of Birth	GBPDSA Private Security License #
3.	Name	Date of Birth	GBPDSA Private Security License #
4.	Name	Date of Birth	GBPDSA Private Security License #
5.	Name	Date of Birth	GBPDSA Private Security License #
6.	Name	Date of Birth	GBPDSA Private Security License #
7.	Name	Date of Birth	GBPDSA Private Security License #
8.	Name	Date of Birth	GBPDSA Private Security License #
9.	Name	Date of Birth	GBPDSA Private Security License #

Note: This is a Change of Ownership filing. The applicant Femeena Patel is not operating the business yet. The Certificate of Good Standing is attached under the current owner Rahul Puranik.



Macon-Bibb County Certificate of Good Standing

Instructions: This Certificate is used to certify the tax compliance status of certain individuals or business entities with a connection to a person or business that is applying for or being considered for some privilege with the Macon-Bibb County Government. These privileges may include:

- Obtaining a building permit, plat approval, building inspection report, or certificate of occupancy
- Obtaining or renewing any alcohol or privilege license
- Being appointed to any board or position of trust requiring confirmation of the County Commission.
- Being awarded a contract through a formal competitive bid or proposal process
- Being awarded a non-competitive contract over \$50,000.00
- Registering to bid on any surplus real property sold by the Macon-Bibb County Government or the Macon-Bibb County Tax Commissioner
- Any other privilege granted by Macon-Bibb County which may require certifying tax compliance status

If **AN INDIVIDUAL OR SOLE PROPRIETORSHIP** is applying for a privilege requiring this form, then that individual must complete this Certificate using his or her name as both the applicant and the subject.

If **AN ENTITY** is applying for a privilege requiring this form, then an owner or manager must complete this Certificate using the entity's name as both the applicant and the subject; and **ONE ADDITIONAL CERTIFICATE** must be completed **FOR EACH** individual identified as an owner in the entity's Certificate.

FOR BOTH INDIVIDUALS AND ENTITIES, if the privilege requested is a building permit, plat approval, building inspection report, certificate of occupancy, alcohol license, or other privilege license, then **ONE ADDITIONAL CERTIFICATE** must be completed listing the landowner of the construction site or business location as the subject.

All required completed certificates must be submitted together. Giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: FYRE BEVERAGE OUTLET INC, FUMENA PATEL
 2. Name of the subject of this Certificate, if different from the applicant:

3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

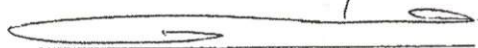
4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

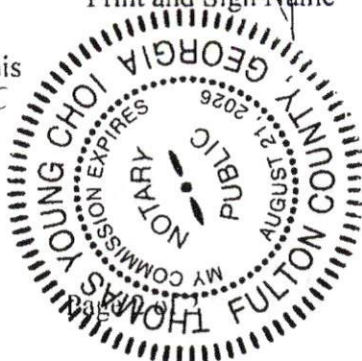


 Print and Sign Name

Sworn to and subscribed before me this
1st day of July, 2024



 Notary Public
 My commission expires:



Rev. April 2022
 Sec 0-22-0011

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Rahul Purnik
2. Name of the subject of this Certificate, if different from the applicant: _____
3. Benefit or privilege for which the applicant is applying (mark one):

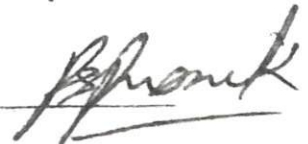
☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

Rahul Purnik
100% owner business
100% owner property

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

RAHUL PURANIK
 Print and Sign Name



Sworn to and subscribed before me this
1st day of Jan, 2024.

Kashyap J. Patel
 Notary Public

Commission expires: MARCH 28th 2025

Page 2 of 2



Rev. April 2022
 See O-22-0011

Statement from Applicant Femeena Patel

I, Femeena Patel, hereby state under oath that I am purchasing the business and property located at 4580 Log Cabin Drive, Macon, Georgia 31204. The Closing will take place once the Business License Department in Macon-Bibb County gets closer to issue the Certificate of Occupancy and Alcohol license.



Femeena Patel

6/17/24

Date

Sworn and Subscribed Before on this 17 day of June 2024



Notary Public





Tax Commissioner's Office
188 Third Street
Macon, Georgia 31201

Reviewed By: _____

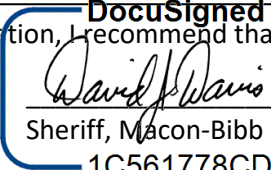
OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Femeena Patel

Fingerprints: Completed 7.5.24

Business Name: Fyre Beverage Outlet Inc DBA Macon Beverage

Business Address: 4580 Log Cabin Dr, Macon, GA 31204

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		7/10/2024
Granted	 Sheriff, Macon-Bibb County, Georgia 1C561778CDEE414...	_____ Date
Denied	_____	_____ Date
	Sheriff, Macon-Bibb County, Georgia	Date

I recommend that the license requested herein be:		
Granted	_____	_____ Date
	Mayor, Macon-Bibb County, Georgia	Date
Denied	_____	_____ Date
	Mayor, Macon-Bibb County, Georgia	Date

I recommend that the license requested herein be:		
Granted	 _____	_____ Date
	Clerk of the Macon-Bibb County Commission, Georgia	Date
Denied	 _____	_____ Date
	Clerk of the Macon-Bibb County Commission, Georgia	Date



Tax Commissioner's Office
188 Third Street
Macon, GA 31201

Review Form

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

The following required documents are included in the application:

- ☐ Signature form
- ☐ BSO Recommendation letter
- ☐ Proof of Planning and Zoning compliance
- ☐ Affidavit from the Macon-Bibb County Engineer's Department
- ☐ Affidavit from the Macon Telegraph Newspaper

Legal Review 8/15/2024 (Date) ^{DS}
SD (Initials)

Comments

After review, Legal recommends approval.

Initials

^{DS}
SF Stephanie Freeman, Administrative Office Specialist

ADDED TO THE AUGUST 20, 2024 PRE-COMMISSION AGENDA



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

☒ *Distilled Spirits Packaged to Go	\$2,900	☒ *Malt Packaged to Go	\$800	☒ Wine Packaged to Go	\$700
☐ *Distilled Spirits C.O.P.	\$2,900	☐ *Malt C.O.P.	\$800	☐ Wine *C.O.P.	\$700
☐ *Distilled Spirits Wholesaler	\$3,600	☐ *Malt Wholesaler	\$1,000	☐ Wine Wholesaler	\$800
☐ *Distilled Spirits Manufacturers	\$4,300	☐ *Malt Manufacturer	\$2,500	☐ Wine Manufacturer	\$1,700
☐ Brewpub	\$2,500	☐ Out-of-Town Wholesaler	\$100	☐ Brown Bag	\$0
☐ Alcohol Beverage Caterer	\$600	☒ Temporary Alcohol License	\$100		
☐ Please check here if you are applying for a Business Continuation License. Business Continuation License is 25% of applicable fees					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

A BUSINESS LICENSE IS REQUIRED BEFORE AN ALCOHOL LICENSE MAY BE ISSUED.

\$ 4,500 Alcohol License Fees + \$400 Application Fee = \$ 4,900

Agent Information

1. Agent/Owner(s) must complete and sign the Name-Based Criminal History Record Information Consent Form.
2. Provide an Unexpired Identification Card issued by Any U.S. State or United States government, bearing a current photograph of the applicant.
3. Agent/Owner(s) Must be Fingerprinted once application & fees are completed and paid unless such individuals currently hold one or more categories of alcohol license(s) in goodstanding.
4. Proof of Alcohol Handler's Permit from Agent and Owners.
5. Complete (S.A.V.E.) Systematic Alien Verification for Entitlements O.C.G.A. § 50-36-1 (e) (2) Affidavit.

Location/Business Information

6. Affidavit of Intent to Sale Alcohol from the Macon Telegraph Newspaper.
7. If any business entity other than Sole Ownership...Must submit a copy of the GA Secretary of State's Business information Record.
8. If NON-PROFIT entity...Proof of Non-Profit Status.
9. Planning and Zoning Compliance Form.
10. Original Affidavit from the Macon-Bibb County Engineer's Department.
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

Business Continuation

12. Please provide a list of the current, valid licenses issued to the named business; A record showing that all business license fees owed on the existing business have been fully paid, or a receipt showing payment thereof.
13. A statement, signed by the applicant, swearing, or affirming that the applicant has recently purchased the named business, or has a bona fide expectation of purchasing the named business soon; and
14. A record showing that all property taxes to date owned on the property have been fully paid, or a receipt showing payment thereof.

Select One: ☐ New Business ☐ Change of location ☒ Change of Business Ownership

BUSINESS

Federal Tax ID #: 99-2263699 State Tax ID#: _____
 Business Name: Macon Beverage Outlet Corporate and Trade Name: Fiesta Beverage Outlet Inc
 Local Business Address: 3965 Arkwright Rd., Macon, GA 31210
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 3965 Arkwright Rd., Macon, GA 31210
(City State Zip)
 Local Business Phone #: (770) 362-3272 Email Address: kp30215@gmail.com
 Contact Person: Kalpeshbhai G. Patel Contact Phone #: (770) 362-3272

AGENT

Agent's Name: Kalpeshbhai G. Patel Agent's Title: Owner & Licensee
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 707 Approach Dr Peachtree City GA 30269
City: State: Zip:
 Home Phone #: (770) 362-3272 Email: kp30215@gmail.com
 Mailing Address: 707 Approach Dr Peachtree City GA 30269
City: State: Zip:

INDIVIDUAL/OWNER INFORMATION

Will the Agent named above also serve as the Applicant of this license? ☒ Yes ☐ No If no, complete the following:

Owner/Individual's Name: Kalpeshbhai G. Patel Title: Agent :/Licensee
 Home Address: 707 Approach Rd Peachtree City GA 30269
City: State: Zip:
 Home Phone #: (770) 362-3272 Email: kp30215@gmail.com
 Mailing Address: 707 Approach Rd Peachtree City GA 30269
City: State: Zip:

Rev. 08/23



Georgia Department of Revenue
Department of Revenue Alcohol License Application
DOR Alcohol License Application

Business Information

Business Name: FIESTA BEVERAGE OUTLET INC
 Business Type: Corporation

Address Information

Location Address: 3965 ARKWRIGHT RD MACON GA 31210-1702

Alcohol License Information

License Type: Retail
 Start Date: 06-28-2024
 Beer: Yes
 Wine: Yes
 Liquor: Yes
 Airline or Railway Carrier: No
 Local Jurisdiction Type: County
 Local Jurisdiction: MACON
 Arrest History: No

Local License / Fees	Fee Amount
Beer/Wine License	\$250.00
Liquor License	\$1,500.00
	\$1,750.00

Licensee Information

Licensee Type: Individual
 Licensee Name: PATEL, KALPESHBHAI

Additional Information

Primary NAICS: 445120

Officers	Officer or Responsible Party
PATEL, KALPESHBHAI	Officer
PATEL, KALPESHBHAI G.	Both

Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the **Bibb County Sheriff's Office** to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

Full Name (print):		Kalpeshbhai Govindbhai Patel	
Home Address:		707 Approach Dr., Peachtree City, GA 30269	
Sex	Race	Date of Birth	Social Security Number
Male	Asian	[REDACTED]	



This authorization is valid for 90/180/____ (circle one) days from date of signature.



I, Kalpeshbhai G. Patel, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.


Signature

6/17/24
Date

*****Include a copy of your valid State/Government issued identification*****

Date of Inquiry: _____ Time of Inquiry: _____ Operator's Initials: _____

Purpose Code used: (check one)

	Employment (E) – Provides <i>Georgia</i> Criminal History Record Information
	Employment with Mentally Disabled (M) – Provides <i>Georgia</i> Criminal History Record Information
	Employment with Elder Care (N) - Provides <i>Georgia</i> Criminal History Record Information
	Employment with Children (W) - Provides <i>Georgia</i> Criminal History Record Information
	Public Records (P) – Provides <i>Georgia Felony Convictions</i> Only

The inquiry resulted in the following: (check all that apply)

	No Georgia CHRI results available.
	Georgia CHRI attached/released

	No NCIC/GCIC Warrant results available.
	Possible NCIC/GCIC Warrant. Contact Agency listed below.
Wanting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title

Date

MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
O.C.G.A. § 50-36-1 (e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) ☒ I am a United States citizen 18 years of age or older. **Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.**
- 2) ☐ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. **Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.**

Please check only one option above and submit the required documents with your application. Please note that the failure to do so will result in a processing delay.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Business Name: FIESTA BEVERAGE OUTLET INC DBA MACON BEVERAGE OUTLET

Printed Name of Applicant: Kalpeshbhai G. Patel

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 17 DAY OF JUNE, 2024


 NOTARY PUBLIC

08/21/2026
 MY COMMISSION EXPIRES



MEASUREMENT FORM

**Retail Sales of Wine and Malt Beverages
Packaged to Go
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122**

APPLICANT : KALPESBHAI PATEL
PROPOSED LICENSE: BEER, WINE, AND LIQUOR PACKAGED TO GO
BUSINESS LOCATION: 3965 ARKWRIGHT RD.
BUSINESS NAME: FIESTA BEVERAGE OUTLET INC.

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.

☒ X Comply ☐ Does not Comply

2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.

☐ Comply ☐ Not Applicable ☒ X Unknown

3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.

☐ Comply ☐ Complies , but does not comply with other restrictions

☒ X Not Applicable

By: F. Charles Brooks
F. Charles Brooks, Macon-Bibb County Engineer

Date: 5 - 9 - 2024

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office.

RETAIL SALES of DISTILLED SPIRITS to GO

(Package Store)

300' from business building corner to nearest corner of church, church property, M-B recreation center, alcohol treatment center, public library, or MHA property.

600' - school ground, school building, education building, or college campus. (revised 8-23-23) PJH

Fiesta Beverage Outlet Inc.
 # 3965 Albright Road
 6,700' — CHURCH BUILDING 300'
 Forest Hills Church
 6,800' — CHURCH PROPERTY
 Forest Hills Church
 5,650' — M-B COUNTY RECREATION CENTER property line
 Theron Ursey Park Community Center
 29,550' — ALCOHOL TREATMENT CENTER building JCB
 River Edge - Emory Hwy.
 3,550' — PUBLIC LIBRARY or BRANCH building
 Riverside Branch
 4,800' — MHA property line
 Northside Senior Village
 3,900' — SCHOOL GROUND property line 600'
 Montessori of Macon
 4,350' — SCHOOL BUILDING
 Montessori of Macon
 3,650' — EDUCATION BUILDING
 Miller-Mott
 3,650' — COLLEGE CAMPUS
 Miller-Mott
 4,100' — Existing PACKAGE STORE (1500'+ required)
 Carriage Hills Bottle Shoppe

OK!
 Paul J. Hornowski
 May 8, 2024



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
141573	548991	Print Legal Ad-IPL01718060 - IPL0171806	Fiesta Beverage Outlet, I	\$46.36	1	32 L

Attention: Thomas Choi

Thomas Choi
5164 Buford Highway NE
Doraville, GA 30340

choilaw777@yahoo.com

NOTICE

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-
QUEST FOR BEER, WINE, LIQUOR/
PACKAGE TO GO

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated September 16, 2022, as now or hereafter amended, notice is hereby given that on or after the May 27, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Fiesta Beverage Outlet, Inc. dba Macon Beverage Outlet, 3965 Arkwright Rd, Macon, GA 31210. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This May 2, 2024. Kalpeshbhai Gov-
indbhai Patel, Applicant
IPL0171806
May 6, 13 2024

To Whom It May Concern:

This is to certify the legal advertisement in the above stated case was published in The Telegraph legal section on:

2 insertion(s) published on:

05/06/24, 05/13/24

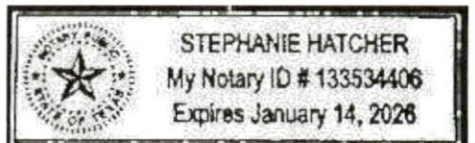
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 17th day of May in the year of 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



MACON-BIBB COUNTY
Planning & Zoning

Macon-Bibb Planning & Zoning Commission
Terminal Station | 200 Cherry Street, Suite 301
Macon, Georgia 31201 | MBPZ.org

Zoning Compliance

PERMIT NO: ZC-2024-1064	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 06/17/2024
ISSUED TO NAME:	Kalpesh Patel	
	Future Investment 15 LLC	
PROPERTY OWNER'S NAME:	Kalpeshbhai Patel	
PROPOSED USE:	Change of ownership	
	Macon Beverage Outlet	
ADDRESS OF PROPOSED USE:	3965 ARKWRIGHT RD	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	N041-0004	ZONING DISTRICT: C-2

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change the ownership of an existing liquor store and continue its operation as it is currently. No outside storage, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 06/17/2025

APPROVED BY: Butch Sementilli

NOTICE

This permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, this zoning permit must be displayed on the premises together with the business license. This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, the Macon-Bibb County Engineering Department, the Macon-Bibb County Fire Department, the Macon-Bibb County Traffic Engineering Department, the Macon Water Authority, the Office of Building and Fire Safety, and any other governmental agency whose regulations may be applicable. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb County Planning and Zoning Commission. Permits are specific to the property for which the permit is issued as well as the person to whom it is issued. Other than permits for single family homes or duplexes, any change in the person engaging in the use allowed by such permit shall require that the new person engaging in such use file a change of ownership form with the Commission, provided that change of ownership forms shall not be required for variances or certificates of appropriateness. The new holder of any permit shall be subject to all conditions attached to the original permit.

Control Number : 24065133

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

FIESTA BEVERAGE OUTLET INC

a Domestic Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **03/28/2024** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **04/02/2024**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF INCORPORATION

Electronically Filed
Secretary of State
Filing Date: 3/28/2024 10:06:41 AM

BUSINESS INFORMATION

CONTROL NUMBER 24065133
BUSINESS NAME FIESTA BEVERAGE OUTLET INC
BUSINESS TYPE Domestic Profit Corporation
EFFECTIVE DATE 03/28/2024
SHARES 100000

PRINCIPAL OFFICE ADDRESS

ADDRESS 3965 ARKWRIGHT ROAD, MACON, GA, 31210, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
KALPESHBHAI G PATEL	707 APPROACH DR, PEACHTREE CITY, GA, 30269, USA	Fayette

INCORPORATOR(S)

NAME	TITLE	ADDRESS
KALPESHBHAI G PATEL	INCORPORATOR	707 APPROACH DR, PEACHTREE CITY, GA, 30269, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE KALPESHBHAI PATEL
AUTHORIZER TITLE Incorporator

Ownership Disclosure Form

A separate copy of this form must be completed for each individual who has a disclosable interest in the business.

Business:

Trade Name: Macon Beverage Outlet Name of Corporation: Fiesta Beverage Outlet Inc

If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: Kalpeshbhai G. Patel Telephone Number: (770)362-3272

Date of Birth: [REDACTED] Social Security Number: [REDACTED]

Residential Street Address: 707 Approach Dr., Peachtree City, GA 30269

P.O. Box Not Allowed (City State Zip)

Mailing Address: _____

(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - ☐ General Partner holding _____ % of all outstanding partnership interests.
- ☐ Limited Partnership (LP)
 - ☐ General Partner holding _____ % of all outstanding general partnership interests.
 - ☐ Limited Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - ☐ General Partner holding _____ % of all outstanding general partnership interests.
 - ☐ Limited Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Liability Company (LLC)
 - ☐ Managing Member, Total number of Managing Member: _____
 - ☐ Member holdings _____ % of all outstanding membership interests.
- ☒ Privately Held Corp./Company
 - ☒ Corporate Officer: Yes ☒ No ☐
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Kalpeshbhai Last Name: Patel
Home Address: 707 Approach Dr City: Peachtree City State: GA Zip: 30269
Home Phone #: (770) 362-3272 Email: kp30215@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 707 Approach Dr City: Peachtree City State: GA Zip: 30269

- ☒ A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
☒ An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
☒ Current color photograph of applicant
☒ \$25 money order, cashier check, check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

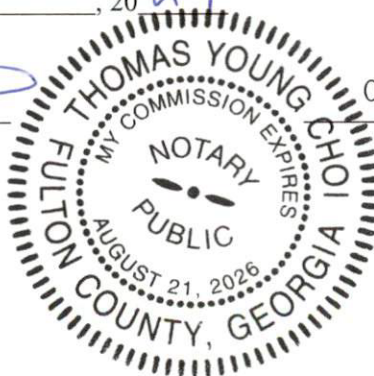
[Signature]
Applicant's Signature

6/17/24
Date

I hereby certify that Kalpeshbhai Patel signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 17 day of June, 2024

[Signature]
Notary Public



08/21/2026

My Commission Expires

Rev. 7/2021





Kalpeshbhai Patel



AH001359

ALCOHOL HANDLER

EXP: 12/31/2024

CONTRACT OF SALE

THIS CONTRACT OF SALE (this "Contract") is made as of the th18 day of March 2024, by and between **KALPESHBHAI GOVINDBHAI PATEL**, a Georgia resident ("Purchaser") and **SAWNEE INVESTMENTS LLC**, a Georgia limited liability company, and **ARKWRIGHT BEVERAGE INC**, a Georgia corporation (collectively "Seller").

WITNESSETH:

WHEREAS, Seller is the owner of the fee simple title in the land and all building and improvements located thereon, located at 3965 Arkwright Road, Macon, Georgia 31210, as more particularly described on Exhibit "A" (the "Property"); and

WHEREAS, Seller is engaged in the business of operating a liquor store, currently known as "Macon Beverage Outlet" located at the Property (the "Business"); and

WHEREAS, Seller desires to sell the Property, the Business and Inventory (defined below) to Purchaser and Purchaser desires to purchase the Property, the Business, and Inventory from Seller at the price and upon the terms and conditions herein set forth;

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Sale of Property and Business. The above recitals constitute a material part of this Contract and are hereby incorporated herein by this reference as if set forth in detail at length herein. Based upon and subject to the terms, agreements, warranties, representations and conditions of this Contract, Seller agrees to sell and convey fee simple title to the Property, the Business, and Inventory to Purchaser and Purchaser agrees to purchase the Property, the Business, and Inventory from Seller on the Closing Date (defined below).

2. The Property; the Business; Inventory.

(a) The Property. This sale includes, and the term "Property" includes, all right, title and interest, if any, of Seller, in and to (i) any land lying in the bed of any street, road or avenue, opened or proposed in front of or adjoining the Property, to the center line thereof, and any award to be made in lieu thereof and in and to any unpaid award for damage to the land and the building or other improvements on the land by reasons of change of grade of any street occurring after the date of execution and delivery of this Contract, (ii) any and all strips and gores adjacent to or abutting the Property, (iii) any and all easements, rights of way, development rights, air rights and other rights pertaining to the Property and all appurtenances thereto, (iv) all fixtures, equipment and other items of personal property attached to or contained in and utilized in the operation of the Property, and (v) any licenses, permits, certificates and other authorizations issued by a governmental authority, body or agency required or used in or relating to the ownership, use, maintenance, occupancy or operation of any part of the Property.

(b) The Business. The "Business" means collectively, without limitation, the following assets of, or related to, the Business:

(i) (A) all equipment, furniture, furnishings, trade fixtures, personalty, and tangible assets located at the Business and owned by Seller, (B) cash registers, software programs, information systems, procedures and functions and all rights under licenses relating to the use thereof, (C) security systems if any, (D) warranties and guaranties related to all equipment if any and if transferable; (E) all signage and improvements located at the Business; and (F) good will including the trade name of "Macon Beverage Outlet".

(ii) to the extent assignable, all of Seller's right, title, and interest in and to, together with all originals of, all required permits, franchises and licenses including, without limitation, all zoning, use, and occupancy permits for the Business, architectural plans and specifications, applications for zoning variances, governmental and quasi-governmental filings, and approvals together with originals thereof as they relate to the Business if available.

(iii) telephone numbers for the Business, if transferable.

(c) Inventory. "Inventory" means any existing inventory of the Business.

(d) Non-Assumption of Excluded Liabilities. Notwithstanding any other provision hereof, except as expressly set forth herein, Purchaser shall not assume, whether as a transferee or successor, by contract or otherwise, and Seller shall remain liable for, any and all liabilities, obligations or encumbrances of Seller, whatsoever, including but not limited to Federal, State and local business, use, occupancy, real estate, income, sales, and/or gross receipts taxes or other governmental fees or obligations, accrued or assessed prior to Closing (collectively, "Excluded Liabilities").

3. The Purchase Price. The purchase price shall be Two Million Nine Hundred Fifty Thousand and No/100 Dollars (\$2,950,000.00) (the "Purchase Price"), plus inventory. Inventory shall be counted and valued by a 3rd party inventory evaluator on the closing date. Inventory shall be valued and calculated based on retail values less a gross margin percentage equal to 20%. The estimated value of the inventory is \$900,000.00.

(a) Allocation of the Purchase Price. TBD.

(b) Deposit. Upon the execution of this Contract, Purchaser shall make a deposit in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00) (the "Deposit") by check. The Deposit shall be held by Kim, Goldberg & Im, LLC (the "Escrow Agent") in a non-interest-bearing account. The Deposit shall be applied 100% to the Purchase Price at Closing (as hereinafter defined) unless Purchaser is entitled to the return of the Deposit pursuant to an express provision hereof.

(c) Seller Financed Loan. At Closing, Seller shall provide a seller financed loan in the amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00) with an applicable interest rate of 7.00% per annum with the terms and conditions reasonably negotiated by and acceptable to the Parties.

(d) Cash Balance at Closing. At Closing, Purchaser shall pay the balance of the Purchase Price, subject to closing adjustments, pro-rations and credits as provided for herein, by certified or cashier's check or wire transfer payable to Closing Agent (defined below) for the benefit of Seller.

(e) Sales Tax. Seller shall be responsible for, and shall pay at Closing, all transfer taxes, if any, which may be due by reason of the sale by Seller to Purchaser of the Property, Business, and Inventory pursuant to this Contract.

4. Conditions Precedent. The sale of the Property, Business and Inventory is subject to and conditioned upon the satisfaction of the following conditions, all of which conditions must be satisfied as conditions precedent to Purchaser's obligations hereunder to consummate the Closing. In the event said conditions are not so satisfied, Purchaser is entitled, at its election, to terminate this Contract and to the return of the Deposit and this Contract shall be null and void, except for any obligations or liabilities that expressly survive the termination of this Contract (the "Surviving Obligations"):

- (i) All obligations and covenants of Seller under this Contract and all of the Closing documents required to be delivered pursuant to Section 26(a) have been satisfied and delivered in accordance therewith.
- (ii) The Property shall be conveyed subject to the lien of real estate taxes not yet due or payable, provided all such taxes due and payable have been paid.
- (iii) Seller shall deliver fee simple title to the Property and sole and good title to the Business and Inventory, with the Property, the Business and the Inventory delivered in "broom clean" condition, with the Property in substantially the same physical condition as existing upon the expiration of the Due Diligence Period, reasonable wear and tear excepted, and with the Business and Inventory in good working condition at Closing, and the Property, the Business and the Inventory free and clear of all mortgages, leases, liens, judgments, security interests, chattel mortgages, assignments of equity and assignments of income, as applicable.
- (iv) Seller shall not be party to any pending action, suit, condemnation or eminent domain proceeding, or other litigation or proceeding, with respect to the Property or the Business, as applicable.
- (v) Seller shall not have received any notice of a pending condemnation or eminent domain proceeding relating to the Property.
- (vi) To the best of Seller's knowledge, the Property complies with all legal requirements as of the date of Closing, and the Property is free and clear of all Hazardous Materials as of the date of Closing. "Hazardous Materials" mean (A) petroleum, petroleum products and by-products, asbestos and asbestos-containing materials, urea formaldehyde foam insulation, electronic, medical or infectious wastes, polychlorinated biphenyls, radon gas, radioactive substances, chlorofluorocarbons and all other ozone-depleting substances and (B) any other chemical, material, substance, waste, pollutant or contaminant that could result in liability under, or that is prohibited, limited or regulated by or pursuant to, any Environmental Law.
- (vii) The Property shall be conveyed subject to all covenants, restrictions, easements and agreements of record provided that none of same (A) render title unmarketable, (B) materially interfere with or prohibit access to or the maintenance of the existing

structures on the Property, (C) are liens, judgments, mortgages or other security instruments or any leases or other possessory rights, options or conveyances of other rights to the Property or any part thereof, (D) covenants, restrictions, easements and agreements have been violated, (E) require that material payments be made by the owner of the Property to any third party or create any other material obligation or liability on the owner of the Property, and (F) have been objected to by Purchaser in accordance with Section 7(c) herein, unless such objection is subsequently waived by Purchaser in writing; provided that nothing shall be construed as limiting Purchaser's right to review the state of title to the Property pursuant to the provisions hereof.

- (viii) The Property shall be zoned for Purchaser's intended use as a retail establishment and Purchaser shall have obtained all necessary governmental permits, licenses, and approvals.
- (ix) The Property shall be free of all violations.
- (x) No petition under any bankruptcy or insolvency law, whether state or federal, shall have been filed by or against the Seller.
- (xi) All contracts including, without limitation, all service agreements, maintenance agreements, supply agreements, management agreements, employee agreements or contracts, equipment contracts, leasing agreements and any other similar contracts and agreements affecting the Property, the Business, the Inventory and/or Seller (collectively, "Existing Contracts") have been terminated on or prior to Closing.
- (xii) The representations and warranties of Seller contained herein are true and correct in all respects on the date hereof and on the date of Closing.
- (xiii) Seller shall have repaid all outstanding indebtedness for borrowed money secured by liens, security interests, financing statements, mortgages, deeds to secure debt or similar security instruments on the Business and/or the Property and shall deliver full releases of record and termination statements thereof.

At Purchaser's option, any or all of the foregoing conditions precedent may be waived.

5. Due Diligence Period. For a period of forty five (45) days from the date of the full execution of this Contract ("Due Diligence Period"), Purchaser has the right to perform or cause to have performed a physical, mechanical and environmental inspection and investigation of the Property, including but not limited to, soil and groundwater tests, surveys, environmental analysis, engineering inspections, and title examination, and to have access to all of Seller's assets, properties to investigate and examine the Business and any such other due diligence as Purchaser deems necessary. If Purchaser finds such inspections and investigations to be unsatisfactory, for any reason whatsoever, as Purchaser shall determine in its sole and absolute discretion, Purchaser has the right upon written notice to Seller to terminate this Contract at any time prior to the expiration of the Due Diligence Period. Upon such written notice to Seller to terminate this Contract, the Contract shall be null and void, the Deposit shall be refunded to Purchaser, and the parties hereto shall be relieved of all further obligations and liability under this Contract, except

for any Surviving Obligations. Due Diligence Period shall not be extended unless both Seller and Purchaser mutually agree. Seller shall provide Purchaser within five (5) days from the execution of this Contract with a copy of past 3 years of federal and state tax returns and/or financial statements, inventory purchasing invoices for the last 2 years, register Z record of the last 12 months, property tax bills, insurance bills, and inventory order records. Within five (5) days from the execution of this Contract, Seller shall also provide Purchaser with a copy of existing survey, owner's title policy, environmental assessment report, insurance bills, and property tax bills in its possession.

6. Deed. At Closing, Seller shall convey title to the Property to Purchaser by general or limited warranty deed, with Seller warranting title against Seller's acts, in usual and customary form (the "Deed").

7. Title Review and Insurance:

(a) Title Review. It is understood and agreed by and between Seller and Purchaser that Purchaser's obligations hereunder are conditioned upon Purchaser reviewing the title to the Property and the Business. In the event Purchaser wishes to raise any objections to the title to the Property, Purchaser shall follow the procedures as set forth in Section 7(c) below.

(b) Title to the Property shall be insurable at Closing by a reputable title insurance company, selected by Purchaser, licensed in the State of Georgia (the "Title Company"), by issuance of an ALTA owner's title insurance policy, insuring the fee simple title to the Property at its ordinary rates and without special premiums, and in the standard form issued by the Title Company in Georgia, without exception or reservations of any kind, including, without limitation, the standard pre-printed exceptions to the title policy, except for any encumbrances permitted under this Contract, not objected to by Purchaser or otherwise approved by Purchaser.

(c) Title Commitments and Insurance. In the event the Property is conveyed by Seller to Purchaser as called for in this Contract, Purchaser agrees to pay upon Closing all costs for said Title Insurance Commitment and any updates or revisions thereof and all premiums charged by Title Company for an owner's ALTA extended coverage title insurance policy for the Property in the amount of the Purchase Price, together with all charges for the preparation of said Survey or update or revision thereof. Upon receipt of the Title Insurance Commitment and Survey, and any updates and revisions thereof, respectively, Purchaser shall furnish copies of the same to Seller. Within fifteen (15) days after the later of the date of receipt of the Title Insurance Commitment or the date of receipt of the Survey, Purchaser shall notify Seller or its counsel and shall deliver to Seller or its counsel a written statement of objections as to the marketability of title matters as reflected in the Title Insurance Commitment and Survey, respectively. In the event Purchaser does not furnish Seller or its counsel with such a written statement of objections within said fifteen (15) day period, Purchaser shall be deemed to have waived any and all objections to said Title Insurance Commitment and Survey, respectively. If Purchaser advises as to any objections as to the marketability of title as reflected in said Title Insurance Commitment and Survey, respectively, then Seller has the right, at its option, to cure said objections or the right not to cure said objections, provided, however, that Seller shall be obligated to obtain and deliver to Purchaser at or before the Closing all documentation extinguishing of record all leases, mortgages, deeds to secure debt or deeds of trust, and all liens and encumbrances that can be removed by payment of a liquidated

amount or by posting a bond, as well as any encumbrance arising after the effective date of the Title Insurance Commitment (and Seller shall pay all costs of recording associated therewith). Seller shall notify Purchaser or its counsel as to its election to cure or not said objections within seven (7) days after receipt of Purchaser's notice of objections. If Seller elects not to cure said objections, then Purchaser has the right to elect either to accept title or to terminate this Contract and to recover the Deposit. Purchaser shall notify Seller as to its election within seven (7) days of receipt of Seller's notice to Purchaser of its election not to cure said objections. If Purchaser fails to give Seller such notice of Purchaser's election to either accept title or terminate this Contract within the time specified, it shall be presumed conclusively that Purchaser has elected not to accept title to the Property subject to such objected items. If Purchaser terminates or is deemed to have terminated this Contract, neither Purchaser nor Seller shall have any further liability hereunder, except that Purchaser shall be entitled to the return of the Deposit and except for any Surviving Obligations. In the event Seller elects to cure any objections raised by Purchaser concerning said Title Insurance Commitment and Survey, Seller shall have a reasonable period of time within which to cure such objections (but not to exceed thirty (30) days after the expiration of the Due Diligence Period) including any period of time up to the Closing Date. After Purchaser has approved the state of title as set forth in this Section 7(c), Purchaser has no right to object to the state of title to the Property, except as to any encumbrances on title caused by Seller between said time and the Closing Date or as to any matter not listed and described on the Title Insurance Commitment as of the effective date of the Title Insurance Commitment and the Survey; it being understood that Purchaser may raise as an objection any of such items within five (5) business days upon receipt of notice thereof, and Seller shall be entitled to a reasonable period of time within which to cure such objections, including any period of time up to the Closing Date, but in no event shall such extension exceed thirty (30) days from the expiration of the Due Diligence Period; Purchaser shall continue to have all rights and remedies as set forth above if Seller elects not to or cannot cure such objections.

- (i) Seller shall comply with the requirements of all laws concerning conveyance of the Property and the Business by the Seller, or any predecessor of Seller, and in addition, proof of qualification of Seller to do business in the state where the Property is located, proof of payment of franchise or other similar taxes of Seller and submission of corporate, partnership or other applicable entity, resolutions of Seller (as the case may be) or other evidence of authority of Seller authorizing the sale of the Property and Business, together with evidence of authority for the officers, partners or members of Seller (as the case may be) to execute any and all documentation required to complete the transactions contemplated by this Contract.

8. Representations and Warranties.

(a) Seller represents and warrants to Purchaser as of the date hereof, which such representations and warranties shall be remade as of the Closing Date, that the following are true, correct, and complete and not misleading in any material respect as of such date:

- (i) Seller has all requisite power to own and convey the Property and the Business, and has all necessary power and authority to enter into and carry out this Contract according to its terms. Seller is a Georgia entity, and has full power and authority to conduct its businesses as presently conducted. Seller has not sold, conveyed, transferred, given,

ground leased, pledged, mortgaged, or otherwise disposed of, encumbered, or granted in any manner all or any portion of the Property, the Business and/or the Inventory, as applicable; Seller owns the Property in fee simple and owns sole and good title to the Business and the Inventory.

(ii) This Contract has been duly authorized, executed and delivered and constitutes a legal and binding obligation of Seller, enforceable in accordance with its terms, except as may be limited by bankruptcy and other laws affecting creditors' rights generally.

(iii) No permit, approval, or authorization of, or designation, declaration or filing with any Governmental Authority or any other person or entity on the part of Seller or otherwise is required in connection with the execution or delivery by Seller of this Contract or the consummation of the transactions contemplated hereby.

(iv) To the best of Seller's knowledge there exist no outstanding violations of legal requirements governing the use and occupancy of the Property and/or the Business, or the storage, treatment, transportation, generation, or disposal of Hazardous Materials with respect to the Property or with respect to any underground storage tank presently or previously located at the Property. To the best of Seller's knowledge, there are no Hazardous Materials located at or under the Property. There is no suit, action, litigation, administrative hearing, arbitration, labor controversy or negotiation or other proceeding or government inquiry or investigation known to Seller, affecting Seller, Property, and/or Business (including, without limitation, environmental, condemnation or land use proceedings) pending, or to the best of Seller's knowledge, threatened, against Seller, the Property, the Business and/or the Inventory. There are no known judgments, consent decrees or injunctions against, affecting or binding upon Seller. Seller has obtained all approvals, permits and authorizations from all governmental authorities necessary for the lawful construction, use and operation of the Property, the Business, and the Inventory.

(v) There are no Existing Contracts affecting the Property that will be binding upon Purchaser on or after the Closing; there are no Existing Contracts that are not terminable at will or with no more than thirty (30) days prior notice by Seller.

(vi) Seller is not a "foreign person" under the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA") and upon consummation of the transaction contemplated hereby, Purchaser will not be required to withhold from the Purchase Price any withholding tax.

(vii) All bills for work performed and materials furnished with respect to the Property have been paid in full or shall be paid in full at or prior to the Closing. Seller shall indemnify and save Purchaser harmless from any cost, damage, or liability, including attorney's fees, from Seller's failure to pay all such bills at or prior Closing. This provision shall survive the Closing.

(viii) There are no purchase options, right of first refusal or right of first offer for the sale or lease of all or any portion of the Business or the Property. There is no third party

that has any rights to or a claim of right to the Business, or to the Property, through any contract of sale or other agreement, and there is no contract of sale or any other agreement for the purchase and sale of the Business or the Property, that is executory and binding upon Seller, or against the Business or the Property, on the date hereof.

(ix) No representation or warranty or exhibit or schedule contained in this Contract by or on behalf of Seller, nor any statement or certificate furnished pursuant to this Contract or in connection herewith, contains or will contain an untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein not misleading.

(x) Except in connection with this Contract, there are no outstanding brokerage commissions or fees payable with respect to the Property.

(xi) That all mechanical, structural, heating, air conditioning, electrical, gas, utility, plumbing systems to the interior walls of improvements on the Property, together with all equipment and elements servicing and/or within improvements on the Property are in good working order and condition sufficient for the use and operation of the business, and all structural elements are sound.

(xii) Seller has timely filed all tax returns and reports required to be filed by it, including all federal, state, local and foreign tax returns. Seller has paid in full or made adequate provision by the establishment of reserves for all taxes and other charges which have become due. To the best of Seller's knowledge, there is no tax deficiency proposed or threatened against Seller. There are no tax liens upon any property or assets of Seller. Seller has made all payments of estimated taxes when due in amounts sufficient to avoid the imposition of any penalty.

(xiii) All taxes and other assessments and levies which Seller was required by law to withhold or to collect have been duly withheld and collected and have been paid over to the proper governmental entity or are being held by Seller in separate bank accounts for such payment. There are no outstanding agreements or waivers extending the statute of limitations applicable to any federal, state, or local income, sales/use, or similar tax returns of Seller for any period.

(xiv) Seller possesses all licenses and required governmental or official approvals, permits or authorizations (collectively, the "Permits") to operate a liquor store business at the Property. All such Permits are valid and in full force and effect, Seller is in compliance with their requirements, and no proceeding is pending or, to the best of Seller's knowledge, threatened to revoke or amend any of them.

(xv) The Business Assets and the Inventory constitute, in the aggregate, all of the property necessary for the conduct of the business of Seller in the manner in which and to the extent to which it is currently being conducted.

(xvi) Seller has not received any notification from any insurer, agent or broker denying or disputing any claim made by Seller or denying or disputing any coverage for any such claim or the amount of any claim. Seller has no claim against any of its insurers

under any of such policies pending or anticipated and there has been no occurrence of any kind, which would give rise to any such claim.

(xvii) There are no actions, suits, claims, governmental investigations, or arbitration proceedings pending or, to the best of Seller's knowledge, threatened against or affecting Seller or any of the Business or any assumed liabilities, or which question the validity or enforceability of this Contract or any action contemplated hereby, and there is no basis for any of the foregoing. There are no outstanding orders, decrees or stipulations issued by any federal, state, local or foreign judicial or administrative authority in any proceeding to which Seller is or was a party or which affect the Business or any assumed liabilities.

(b) Purchaser represents and warrants to Seller as of the date hereof, which such representations and warranties shall be remade as of the Closing Date, that the following are true, correct, and complete and not misleading in any material respect as of such date:

(i) Purchaser has all necessary power and authority to enter into and carry out this Contract according to its terms. Purchaser is a Georgia resident, and has full power and authority to conduct its business as presently conducted.

(ii) This Contract has been duly authorized, executed and delivered and constitutes a legal and binding obligation of Purchaser, enforceable in accordance with its terms, except as may be limited by bankruptcy and other laws affecting creditors' rights generally.

(iii) No permit, approval, or authorization of, or designation, declaration or filing with any Governmental Authority or any other person or entity on the part of Purchaser is required in connection with the execution or delivery by Purchaser of this Contract or the consummation of the transactions contemplated hereby.

(c) The representations and warranties contained in this Section 8 shall survive the Closing for a period of one (1) year following the Closing Date.

9. Destruction or Condemnation. If, prior to the date of Closing, (a) the Property is damaged or destroyed by fire or other casualty and such casualty would cost at least \$100,000.00 to repair, or would not be fully covered by Seller's insurance (with no deductible or with only such deductible as Seller would agree to reimburse Purchaser for), or the repair of any improvement thereon would cause the Property to lose any zoning variance it may have, or if the building would not be able to be rebuilt to the size and dimensions of the building as it existed immediately prior to such casualty, or (b) if either (i) all or any substantial portion of the Property, or (ii) if any portion of the building at the Property, or (iii) ingress and egress at the Property or (iv) sufficient parking reasonably and legally required to operate a retail business at the Property, shall, in any such instance, be condemned or taken by eminent domain by any Governmental Authority, then, in any such event, Purchaser has the option to cancel this Contract or conclude the transaction herein provided for. If Purchaser elects, pursuant to such option, to cancel this Contract, it shall do so by written notice to Seller within a period of not more than ten (10) days after its receipt of notice of the occurrence of any of the events set forth above. In such event, upon return of the

Deposit, if any, to Purchaser, both parties shall be relieved and discharged of all further liability hereunder other than any Surviving Obligations. If, however, Purchaser does not so elect to cancel this Contract, or if there exists no option to terminate due to the nature and extent of the casualty, there shall be no reduction in the Purchase Price, and Purchaser shall be entitled, in the case of fire or other casualty, to receive all rights of Seller in and to all insurance proceeds, or, in the case of condemnation or taking by eminent domain, to receive all rights of Seller in and to the award for said Property or the portion thereof so taken, and Seller will execute and deliver to Purchaser, on the Closing hereunder, all proper instruments for the assignment and collection of such proceeds or award, and an appropriate adjustment to the Purchase Price reflecting the amount of any insurance deductible shall be made at Closing. Seller agrees to maintain casualty insurance covering the Property with the same coverage as exists as of the date of this Contract, and agrees to furnish a certificate of insurance to Purchaser evidencing the same. To Seller's knowledge, no condemnation proceedings relating to the Property are pending or threatened and the Property and/or Business have not been affected by any casualty which resulted in any damage or destruction to the Property that has not been fully repaired or restored.

10. Risk of Loss. The risk of any loss to the Business and all liability with respect to injury and damage occurring in connection therewith shall be the sole responsibility of Seller until the completion of the Closing. If any part of the Business is damaged by fire or other casualty prior to the completion of the Closing hereunder and such damage materially and adversely affects the operations of the Business, Seller shall so notify Purchaser, and Purchaser has the right and option (a) to terminate this Contract, without liability to any party hereto, other than the Surviving Obligations; or (b) to proceed with the Closing hereunder, in which event such casualty shall not constitute a breach by Seller of any representation, warranty or covenant in this Contract, and Purchaser shall be entitled to receive and retain the insurance proceeds arising from such casualty and receive a reduction in the Purchase Price equal to the amount of any related deductible.

11. Fixtures and Personal Property. All buildings, improvements and permanent fixtures attached to or used in connection with the Property, including the Business and Inventory, shall be free from all liens and encumbrances as of the Closing Date.

12. Prior Understandings and Contracts. It is understood and agreed that all understandings and agreements heretofore had between the parties, other than any confidentiality and/or non-competition provisions in the letter of intent or otherwise, are merged in this Contract, which alone fully and completely expresses their agreement and that the same is entered into after full investigation, neither party relying upon any statement or representation not embodied in this Contract made by the other.

13. Date and Place of Closing. The closing of title to the Property and for the transfer and assignment of the Business and Inventory to Purchaser (the "Closing") shall occur simultaneously and shall take place on or before June 28, 2024 (the "Closing Date"), at the offices of Kim, Goldberg & Im, LLC, located at 3473 Satellite Boulevard, Suite 300 North, Duluth, Georgia 30096 (the "Closing Agent"). Purchaser and Seller may agree to schedule the Closing for another date or place as may be agreed to in writing by the parties.

14. Seller's Property Covenants. From and after the date hereof through and including the Closing Date, Seller shall, at Seller's sole cost and expense, (a) maintain the Property in its

existing condition, (b) maintain and keep Seller's insurance in full force and effect, (c) cure all violations affecting the Property, and (d) pay all outstanding taxes, assessments, maintenance, and other charges related to the Property. From and after the date hereof through and including the Closing Date, Seller shall not (i) enter into any new lease or occupancy agreement, or consent to any sublease or assignment, (ii) further encumber the Property, (iii) enter into any agreement concerning the Property not cancelable on or prior to the Closing Date, and (iv) make structural alterations to the Property or any alteration to any HVAC, electrical, plumbing, sprinkler or other utility system serving the Property.

15. Seller's Business Covenants. From and after the date hereof through and including the Closing Date, Seller shall (i) keep the Business intact and shall not take or permit to be taken or do or suffer to be done anything other than in the ordinary course of its business as the same is presently being conducted; (ii) shall use its best efforts to maintain the Business in good condition; (iii) shall perform its obligations under any and all Existing Contracts and leases; (iv) shall maintain the goodwill and reputation associated with the Business, and (v) shall maintain and keep inventory enough to operate the Business for at least a week in normal circumstances.

16. Taxes and Tax Returns. Seller shall timely file all federal and state income tax and sales tax returns for taxable periods ending on or prior to the Closing Date and shall pay all taxes attributable to such periods. Such returns shall be prepared and filed in accordance with applicable law and in a manner consistent with past practices. Such obligation shall survive the Closing.

17. Notification. Seller shall give Purchaser prompt notice of (i) any event which would or would be likely to cause any representation or warranty to be untrue or inaccurate in any material respect and (ii) any failure to Seller to comply with any covenant, condition or agreement required to be complied with or satisfied by Seller hereunder. The delivery of any such notice shall not be deemed to modify the representations, warranties, covenants, conditions, or agreements of Seller hereunder.

18. Hiring of Seller's Employees. On or after the Closing, Purchaser shall be permitted to hire any such employee of Seller as determined in Purchaser's sole discretion. Seller shall use all reasonable efforts to cause such employees to make available their employment services to Purchaser.

19. Bulk Transfer Provision. Seller and Purchaser hereby waive compliance with the provisions of any applicable bulk transfer law; provided, however, that Seller agrees to: (i) pay and discharge when due or to contest or litigate all claims of creditors which are asserted against Purchaser or the Business by reason of such noncompliance; (ii) indemnify, defend and hold harmless Purchaser from and against any and all such claims in the manner provided in Section 20 and (iii) take promptly all necessary action to remove any liens and encumbrances which are placed on the Business by reason of such noncompliance. The provisions of this Section 19 shall survive the Closing.

20. Indemnification. (a) Seller covenants and agrees to indemnify, defend, protect and hold harmless Purchaser and its officers, directors, employees, owners, managers, assigns, successors and affiliates (individually, a "Purchaser Party" and collectively, the "Purchaser Parties") from, against and in respect of all liabilities, losses, claims, damages, punitive damages,

causes of action, lawsuits, administrative proceedings (including informal proceedings), investigations, audits, demands, assessments, adjustments, judgments, settlement payments, deficiencies, penalties, fines, excise taxes, interest (including interest from the date of such damages) and costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements of every kind, nature and description) (collectively, "Damages") suffered, sustained, incurred or paid by the Purchaser Parties, in any action, proceeding or controversy between the Seller Parties (as defined below) and Purchaser or between the Purchaser Parties and a third party, in connection with, resulting from or arising out of, directly or indirectly: (i) any misrepresentation, breach of warranty or breach or non-fulfillment of any agreement of Seller contained in this Contract or other instrument or document furnished or to be furnished by Seller, including without limitation, any documents furnished at Closing; (ii) any liability retained by Seller, including the Excluded Liabilities; (iii) any litigation involving Seller or the Business; (iv) the bulk transfer or bulk sale provisions of any applicable law; (v) any and all liabilities under the environmental laws arising out of incidents that occurred after the Due Diligence Period expires but prior to the Closing Date; (vi) any claim relating to any taxes accrued on or prior to the Closing Date; and (vii) the business, operations or assets of Seller on or before the Closing Date or the actions of Seller's directors, officers, owners, employees or agents before the Closing Date.

(b) Purchaser covenants and agrees to indemnify, defend, protect and hold harmless Seller, its officers, directors, employees, members, assigns, successors and affiliates and its respective assigns and successors (individually a "Seller Party" and collectively, the "Seller Parties") from, against and in respect of all Damages (including reasonable attorneys' fees) suffered, sustained, incurred or paid by the Seller Parties, in any action, proceeding or controversy between the Purchaser Parties and the Seller Parties or between the Seller Parties and a third party in connection with, resulting from or arising out of, directly or indirectly: (i) any misrepresentation or breach of warranty of Purchaser contained in this Contract; and (ii) the business, operations, or assets of Purchaser following the Closing Date or the actions of Purchaser's directors, officers, members, employees, or agents following the Closing Date.

21. Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the State of Georgia.

22. Purchaser's and Seller's Default. IF PURCHASER DEFAULTS FOR ANY REASON WHATSOEVER UNDER THIS CONTRACT, THEN IN SUCH EVENT, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, PURCHASER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT BY PURCHASER, WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. PURCHASER AND SELLER IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY PURCHASER HAVE AGREED BELOW THAT THE DEPOSIT SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES. IN THE EVENT OF AND FOR SUCH DEFAULT BY PURCHASER, SELLER SHALL RETAIN THE DEPOSIT AS SELLER'S SOLE REMEDY THEREFOR.

If Seller defaults for any reason whatsoever under this Contract, then, in such event Purchaser shall be entitled to, in addition to any other right or remedy set forth in this Contract, (a)

receive the return of the Deposit, which return shall operate to terminate this Contract; or (b) such remedies as Purchaser is entitled to at law or in equity, including, but not limited to, specific performance of Seller's obligation to convey the Property and the Business to Purchaser in accordance with the terms hereof.

23. Notices. All notices given or required to be sent by the parties hereto shall be deemed to be duly given only if sent by registered or certified mail, return receipt requested, and deposited postage prepaid in a post office box regularly maintained, or by hand delivery, or if sent by overnight delivery service as provided by reputable courier service such as by Federal Express Corporation or Airborne Express and delivered to such overnight courier, all charges prepaid addressed to the parties hereto at their respective addresses as set forth herein. Notices shall be deemed effective three days after deposit for certified or registered mail, one day after delivery to overnight courier, and on the date of hand delivery, or, in each case, on the date such party refuses to accept delivery. Supplementing the foregoing, facsimile transmission shall be effective notice for purposes of this Contract as of the date of facsimile transmission, provided that any notice sent via facsimile shall be followed by an alternative means of transmission (e.g., certified mail, overnight courier, or hand delivery). Seller's fax number for purposes of notices is _____, and Purchaser's fax number for purposes of notices is _____. All notices should also be sent to each party's counsel in accordance with this Section 23, if any.

24. Closing Costs. Seller shall pay any and all transfer taxes and recording charges required to be paid in connection with the conveyance provided for hereunder. All other title related fees shall be paid by Purchaser. Seller and Purchaser shall equally share the closing and escrow cost incurred for the preparation of the closing documents.

25. Apportionments. The following shall be apportioned with respect to the Property and the Business as of 12:01 a.m., on the day of Closing, as if Purchaser were vested with title to the Property during the entire day upon which Closing occurs on the basis of the actual number of days elapsed over the applicable period:

(a) Taxes and assessments and vault charges levied against the Property not yet due and payable.

(b) All utilities charges on the basis of the most recent meter reading (dated not more than fifteen (15) days prior to Closing) or if unmetered, on the basis of a current bill for each such utility.

(c) If the Closing occurs before a real estate or personal property tax rate or assessment is fixed for the tax year in which the Closing occurs, the apportionment of taxes at the Closing shall be upon the basis of the tax rate or assessment for the preceding fiscal year.

(d) Personal property taxes relating to the Business, utility service charges relating solely to the Business, water charges and other accrued but unpaid (as of the Closing Date) expenses related to the Business, and any prepaid items related to the Business which are customarily prorated shall be prorated as of the Closing Date such that Seller is responsible for such expenses accruing prior to the Closing, and Purchaser is responsible for such expenses accruing from and after the Closing. Seller shall receive a credit at Closing for all pre-paid

expenses for any period(s) post Closing, and Purchaser shall receive a credit for unpaid expenses owing by Seller on the Business prorated to the date of Closing. Such prorations shall be made at Closing based upon actual bills, or if such bills are not available, based upon good faith estimates for such prorated expenses.

(e) All obligations under this Section 25 shall survive the Closing. If after the Closing, the parties discover any errors in adjustments and apportionments, same shall be corrected as soon after their discovery as possible, but in no event shall there be any readjustment later than six months after the Closing Date unless prior to such date the party seeking the adjustment shall have delivered a written notice to the other specifying the nature and basis for such claim. The provisions of this Subsection (e) shall survive the Closing.

26. Documents to be Delivered at Closing.

(a) At or prior to Closing, Seller will furnish Purchaser and Escrow Agent on behalf of Purchaser, with the following documents, all of which shall be executed by Seller:

- (i) The Deed conveying fee simple title to the Property to Purchaser in accordance with this Contract.
- (ii) A bill of sale, transferring, selling, and assigning to Purchaser, all right, title and interest of Seller in and to all of the Business, including, without limitation, the transfer of all Permits required to operate the Business, if assignable.
- (iii) An IRS Form 1099-s Real Estate Reporting Form.
- (iv) A FIRPTA Affidavit and Georgia Affidavit of Seller's Residence.
- (v) Any document required by legal requirements to be executed by Seller in order to allow Purchaser to record any transfer document.
- (vi) A settlement statement showing all closing prorations.
- (vii) All keys to the Property in possession of Seller and all keys and security codes to the Business, if any.
- (viii) Any other documentation as reasonably may be requested by Purchaser or Title Company or as is necessary to comply with this Contract.

(b) At Closing, Purchaser shall deliver to the Escrow Agent the following:

- (i) The balance of the Purchase Price plus price of Inventory in accordance with the provisions of Section 3 hereof.
- (ii) Any other documentation as reasonably requested by Seller or as is necessary to comply with this Contract.

- (iii) At Closing, Escrow Agent shall issue and deliver to Purchaser an ALTA extended coverage owners policy of title insurance (which policy of title insurance shall include appropriate "gap" coverage) in the amount of the Purchase Price of the Property, such policy to be in compliance with the provisions of Section 8 hereof and containing only such exceptions to coverage as have been approved by Purchaser.

27. Covenant Not to Compete. For a period of five (5) years after the date of Closing, Seller agrees that Seller shall not anywhere within five (5) mile radius of the Business, directly or indirectly through any corporation, partnership, trust or otherwise, engage in any kind of liquor store business. This prohibition includes owning, managing, operating, financing, joining, controlling, or participating in the ownership, management, operation, financing, or control of any kind of liquor store business, or acting as an officer, director, employee, partner, principal, agent, representative, consultant or otherwise of such business. Seller acknowledges and agrees that part of the Purchase Price is consideration for the foregoing non-compete restriction and is reasonable and necessary to protect the legitimate interest of Purchaser and that Purchaser would not have entered into this Agreement in the absence of such restriction. Any violation of this covenant will result in irreparable injury to Purchaser, and the remedy at law for any breach of the foregoing covenant will be inadequate, and in the event of any such breach, Purchaser, in addition to any other relief available to it, shall be entitled to temporary injunctive relief before trial from any court of competent jurisdiction as a matter of course. Seller further acknowledges and agrees that Purchaser shall be entitled to an equitable accounting of all earnings, profits and other benefits arising from such breach and further agrees to pay the reasonable legal fees and expenses incurred by Purchaser or any successor or assign thereof in enforcing the restrictions contained in this Section 27.

28. Title Taken by Assignee. Purchaser is entitled to assign this Contract to a third-party assignee or designee ("Assignee") provided that such Assignee assumes all of the obligations of Purchaser hereunder. Seller acknowledges that Purchaser may assign the obligation to purchase the Property to one entity and the obligation to purchase the Business another entity. Notwithstanding anything to the contrary, this Contract may not be assigned by either party without prior written consent by Seller, which consent shall not be unreasonably withheld.

29. Waiver of Jury Trial. The parties hereby knowingly, voluntarily, and intentionally waive any right that either party may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with, the Property, this Contract or any documents executed in connection herewith, or in respect of any course of conduct, statements (whether oral or written), or actions of either party with respect thereto.

30. Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Contract, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the state where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 6 p.m., Eastern Standard Time.

31. Waivers; Extensions. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

32. Modifications. This Contract may be amended, modified, or supplemented only by a written instrument signed by Seller and Purchaser.

33. No Offer. The submission of a draft, or a marked-up draft, of this Contract by one party to another is not intended by either Seller or Purchaser to be an offer to enter into a legally binding contract with respect to the purchase and sale of the Property. Seller and Purchaser shall be legally bound with respect to the purchase and sale of the Property pursuant to the terms and provisions of this Contract or otherwise only if and when Seller and Purchaser have unconditionally delivered fully executed counterparts of this Contract.

34. Binding Effect; No Third-Party Beneficiaries. This Contract shall be binding upon, and the benefits thereof shall inure to, the successors and assigns of the parties hereto. The provisions of this Contract are for the sole benefit of the parties to this Contract and their successors and assigns and shall not give rise to any right by or on behalf of anyone other than such parties.

35. Headings. The headings contained in this Contract are for convenience only, and are not to be used in determining the meaning of this Contract or any part hereof.

36. Drafting. Each party shall have been deemed to have participated equally in drafting of this Contract and the agreements contemplated hereby and any ambiguity in this Contract shall not be construed against any purported author thereof.

37. Prevailing Party. If any action at law or in equity is brought by either party hereto to enforce or interpret the terms of this Contract, the prevailing party is entitled to recover reasonable attorney's fees, costs, and disbursements, in addition to any other relief to which such party may be entitled.

38. Further Assurances. The parties agree to execute any further documents, and take any further actions, as may be reasonable and appropriate in order to carry out the purpose and intent of this Contract.

39. Counterparts. This Contract may be executed in one or more counterpart copies, and each of which so executed, irrespective of the date of execution and delivery, shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

40. Severability. In the event that any provision of this Contract is adjudicated to be void, illegal, invalid, or unenforceable, the remaining terms and provisions of this Contract shall not be affected thereby, and each of such remaining terms and provisions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

41. Supply Contracts. Purchaser shall not be required to assume any of existing supply contracts executed by Seller.

42. 1031 Tax Deferred Exchange. A material part of the consideration to Seller for the sale is that Seller has the option to qualify this transaction as part of a tax deferred exchange under Section 1031 of the Internal Revenue Code of 1986. Purchaser agrees to cooperate in the exchange, provided Purchaser incurs no additional liability, cost or expense. Notwithstanding anything to the contrary, this Agreement may be assigned by Seller for purposes for consummating a tax deferred exchange under Section 1031 of the Internal Revenue Code of 1986.

43. Loan Contingency. The closing of the transaction contemplated herein this Agreement shall be contingent upon Purchaser's procuring a US Small Business Administration guaranteed loan with terms and conditions reasonably acceptable to Purchaser. Should Purchaser not able to procure such loan with such terms and conditions, Purchaser shall have a right to either terminate this Agreement with the Deposit refunded to Purchaser.

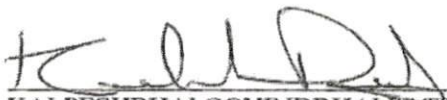
44. License Contingency. The closing of the transaction contemplated herein this Agreement shall be contingent upon Purchaser's procuring licenses required to operate the Business from the government authorities. Should Purchaser not be able to procure such licenses, Purchaser shall have a right to terminate this Agreement with the Deposit refunded to Purchaser.

45. Broker. Purchaser and Seller warrant and represent that Purchaser and/or Seller has not employed or dealt with a real estate broker or agent other than Golden Bridge Realty, Inc.(the "Broker") in connection with the transaction contemplated hereby. At Closing, Seller shall pay the Broker an agreed upon brokerage commission.

[Signatures follow on the next page.]

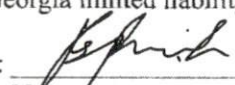
IN WITNESS WHEREOF, this Contract has been duly executed by the parties hereto as of the day and year first above written.

PURCHASER:

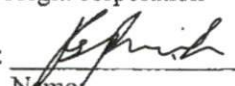
 (Seal)
KALPESHBHAI GOVINDBHAI PATEL

SELLER:

SAWNEE INVESTMENTS LLC,
a Georgia limited liability company

By:  (Seal)
Name: _____
Title: _____

ARKWRIGHT BEVERAGE INC.,
a Georgia corporation

By:  (Seal)
Name: _____
Title: _____

[Corporate Seal]

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

[TO BE ATTACHED BY SELLER]

Agent Certification

The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct the licensed business according to all county ordinances and state laws and regulations in respect thereof, and understand that the Agent named herein may be held personally responsible for violations of County Alcohol Code committed by others at the Agent's direction, or with the Agent's knowledge.

Agent's Signature:  Date: 6/17/24

Business Name: FIESTA BEVERAGE OUTLET INC DBA MACON BEVERAGE OUTLET

I hereby certify that KALPESHBHAI G PATEL (Agent) signed his/her name to the foregoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

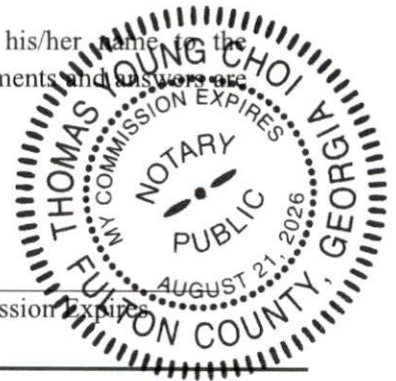
This 17 day of June, 2024



Notary Public

08/21/2026

My Commission Expires



Ownership/Individual Certification

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Individual/Owner's Signature:  Date: 6/17/24
(If different from Agent)

Title: OWNER

Business Name: FIESTA BEVERAGE OUTLET INC DBA MACON BEVERAGE OUTLET

I hereby certify that KALPESHBHAI G PATEL (Applicant) signed his/her name to the foregoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 17 day of June, 2024



Notary Public

08/21/2026

My Commission Expires



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: FIESTA BEVERAGE OUTLET INC DBA MACON BEVERAGE OUTLET

Business Address: 3965 ARKWRIGHT RD., MACON, GA 31210

Instructions:

This form must be completed for each new license or renewal license application for locations selling beer or wine or both, but not distilled spirits, by the package to go.

If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be grounds for denial or revocation of any license issued to you.

Definitions:

☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that a Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☐ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.

☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

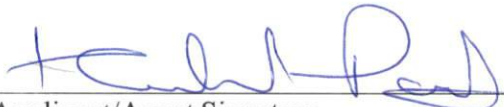
☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under \$10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria:
1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.

☒ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.


Applicant/Agent Signature

6/17/24
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

This form must be completed for each new license application for locations selling alcohol by the package to go or operating as a bar or nightclub.

Pursuant to Sec. 4-1 of the Macon-Bibb County Code of Ordinances,

1. Bar shall mean any business that derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises, in accordance with O.C.G.A. § 3-1-2;
2. Nightclub shall mean any business which:
 - Directly or indirectly charges patrons for admission;
 - Is licensed under this Chapter for the sale of alcoholic beverages for consumption on premises;
 - Provides entertainment using amplified sound, including, without limitation, the playing of pre-recorded music through amplified sound by a DJ or emcee or similar person; the playing of live analog, electronic, or digital musical instruments; the presentation of live human speech or dialogue through amplified sound; or any combination of the above;
 - Which does not provide a number of seats suitable for the viewing of such entertainment greater than or equal to the number of patrons present; and
 - Which does not earn at least fifty percent of its annual gross revenues from the sale of prepared meals or the letting of rooms for overnight stay.

If you are selling alcohol by the package to go or operating a bar or nightclub you must:

1. install security cameras in your business that meet the requirements below;
2. call the Code Enforcement Department Office at 478-803-0470, select option "0" to schedule an appointment to have an inspection of the security camera system;
3. show the inspector that the security camera system meets the requirements below; and
4. have the inspector sign this form approving the security camera system.

If you are not operating as a bar or nightclub or selling alcohol by the package to go, simply check the box on this form for "Exempt" and sign at the bottom.

Pursuant to Sec. 4-40 of the Macon-Bibb County Code of Ordinances,

1. Any establishment selling alcoholic beverages by the package to go must install security cameras, which are, at a minimum, of sufficient quantity, quality, and positioning so as to capture the face and clothing of any person entering into the establishment through any public entrance; or making any purchase from the establishment.
2. Any establishment licensed to sell any alcoholic beverage for consumption on premises, which is operating as a bar or nightclub, is hereby required to install security cameras, which must, at a minimum, be of sufficient quantity, quality, and positioning so as to capture the face and clothing of persons entering into said establishment through any public entrance.

Security Camera Compliance Verification Form
Rev. March 2021
Page 1 of 2

- thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.
3. A digital security camera system shall be deemed to be "of sufficient quality" of and only if each camera required under this Section meets the following criteria:
 - It is capable of producing an image with a 1080p High Definition (1920 x 1080 pixels) resolution or greater at a minimum frame rate of 15 frames per second;
 - It is maintained in a state of being free of dust or debris that would interfere with the quality of the image being produced; and
 - It is capable of operating in the actual interior or exterior lighting conditions that are present during all operations and times of operation for the establishment, and of producing a clear image of the face and clothing of the persons described in this Section in all such lighting conditions.
 4. Such cameras meeting the requirements of this Section must be capable of producing a retrievable image on film, tape, or other suitable digital format that can be made a permanent record and that can be enlarged through projection or other means. Cameras meeting the requirements of this Section shall be maintained in proper working order at all times and shall be subject to periodic inspection by the Sheriff.
 5. Establishments required under this Section to install security cameras shall maintain all video images captured thereby for a period of at least thirty days from the date of image capture.
 6. The failure to have or maintain security cameras in good working condition, with sufficient backup storage as to permit the retrieval of images as required by this Section shall be a violation of this Section and shall be punishable in accordance with the general provisions of Section 1-6 of this Code, as well as by any adverse action against the alcohol licensure of such business, up to and including the revocation or denial of all existing alcohol licenses held by such licensee.

Business Name: FIESTA BEVERAGE OUTLET INC
Business Address: 3965 ARKWRIGHT RD, MACON GA 31210

I hereby certify that on this date, I have inspected the security camera and image retrieval system located at the above business and found it to be in compliance with the requirements of Sec. 4-40 of the Macon-Bibb County Code of Ordinances, as stated hereon.

[Signature]
 Code Enforcement Department Designee

5/14/2024
 Date

☐ **Exempt:** Check this box if you are not licensed, not applying for package to go license, or not operating as a bar or nightclub.

[Signature]
 Applicant/Agent Signature

5/14/2024
 Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.



Signature

KALPESHBHAI G PATEL

Print Name

6/17/24

Date



Alcohol License Questionnaire

Name of Business: Fiesta Beverage Outlet Inc dba Macon Beverage Outlet
 Owner's Name: Kalpeshbhai G Patel
 Address: 707 Approach Dr., Peachtree City, GA 30269

1. Do you own or are you leasing your business location? ☒ Own ☐ Lease
 I am buying the business. The Closing is estimated to be August 1, 2024.
2. If you purchased the building, what was the final sale price as reflected in public records? \$ 3,850,000
 As stipulated in Contract of Sale.
3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?
 Please circle one: ☐ Relation, see below ☐ No Relation
- N/A
4. If you are leasing the building, will your landlord be involved in the day to day business operations? ☐ Yes ☒ No
5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? ☐ Yes ☒ No
6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? ☐ Yes ☒ No
7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☒ Yes ☐ No

Signature

Kalpeshbhai G Patel
 Print Name

6/17/24
 Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

This form must be completed by any bar or nightclub operating with an alcohol license which allows or requires security personnel to carry firearms while working. The form shall be submitted upon applying or renewing any license to sell alcohol on the premises. This form is not required for businesses employing certified peace officers in good standing with the Georgia Peace Officer Standards and Training Counsel. Applicants applying for special events which employ armed security personnel are required to submit this form.

Pursuant to the licensing requirements of Sec. 4-550 of the Macon-Bibb County Code of Ordinances, attach the following documentation to this form prior to submission:

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.
2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.

NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.

3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: FIESTA BEVERAGE OUTLET INC DBA MACON BEVERAGE OUTLET

Business Address: 3965 ARKWRIGHT RD, MACON, GA 31210

☒ **Exempt:** Check this box if you certify that you will not hire any armed security personnel, or that you are not operating as a bar or nightclub.

Does your business derive 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises? ☐ YES ☒ NO


Applicant/Agent Signature

6/28/2024

Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

*Please list every individual who may be working as armed security personnel at your bar or nightclub. Certified peace officers do not need to be listed and may be added in the future without updating this list. If you hire anybody in the future to work as armed security personnel at your bar or nightclub, this list **MUST** be updated to include that person before they are allowed to carry a firearm while working at your business. Use additional copies of this sheet if necessary.*

IF ANY PERSON NOT ON THIS LIST IS FOUND TO BE WORKING AS ARMED SECURITY PERSONNEL AT YOUR BAR OR NIGHTCLUB, THEN YOU MAY BE SUBJECT TO PENALTIES OF UP TO \$1000 PER VIOLATION AND UP TO 6 MONTHS IN JAIL, AS WELL AS THE LOSS OF ALL ALCOHOL LICENSES ISSUED TO YOU WITHIN MACON-BIBB COUNTY.

1.	Name	Date of Birth	GBPDSA Private Security License #
2.	Name	Date of Birth	GBPDSA Private Security License #
3.	Name	Date of Birth	GBPDSA Private Security License #
4.	Name	Date of Birth	GBPDSA Private Security License #
5.	Name	Date of Birth	GBPDSA Private Security License #
6.	Name	Date of Birth	GBPDSA Private Security License #
7.	Name	Date of Birth	GBPDSA Private Security License #
8.	Name	Date of Birth	GBPDSA Private Security License #
9.	Name	Date of Birth	GBPDSA Private Security License #

Note: This is a Change of Ownership filing. The applicant Kalpeshbhai G Patel is not operating the business yet. The Certificate of Good Standing is attached under the current owner Rahul Puranik.



Macon-Bibb County Certificate of Good Standing

Instructions: This Certificate is used to certify the tax compliance status of certain individuals or business entities with a connection to a person or business that is applying for or being considered for some privilege with the Macon-Bibb County Government. These privileges may include:

- Obtaining a building permit, plat approval, building inspection report, or certificate of occupancy
- Obtaining or renewing any alcohol or privilege license
- Being appointed to any board or position of trust requiring confirmation of the County Commission.
- Being awarded a contract through a formal competitive bid or proposal process
- Being awarded a non-competitive contract over \$50,000.00
- Registering to bid on any surplus real property sold by the Macon-Bibb County Government or the Macon-Bibb County Tax Commissioner
- Any other privilege granted by Macon-Bibb County which may require certifying tax compliance status

If **AN INDIVIDUAL OR SOLE PROPRIETORSHIP** is applying for a privilege requiring this form, then that individual must complete this Certificate using his or her name as both the applicant and the subject.

If **AN ENTITY** is applying for a privilege requiring this form, then an owner or manager must complete this Certificate using the entity's name as both the applicant and the subject; and **ONE ADDITIONAL CERTIFICATE** must be completed **FOR EACH** individual identified as an owner in the entity's Certificate.

FOR BOTH INDIVIDUALS AND ENTITIES, if the privilege requested is a building permit, plat approval, building inspection report, certificate of occupancy, alcohol license, or other privilege license, then **ONE ADDITIONAL CERTIFICATE** must be completed listing the landowner of the construction site or business location as the subject.

All required completed certificates must be submitted together. Giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: FIRST BANCORP OUTLET INC. KALPESHAU PATEL
 2. Name of the subject of this Certificate, if different from the applicant:

3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

 Print and Sign Name
 KALPESHAU PATEL

Sworn to and subscribed before me this
1st day of July, 2021

 Notary Public
 My commission expires:



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Rahul Puranik
2. Name of the subject of this Certificate, if different from the applicant: _____
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

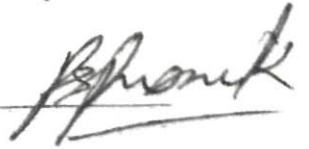
Rahul Puranik

100% owner business

100% owner property

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

RAHUL PURANIK
Print and Sign Name

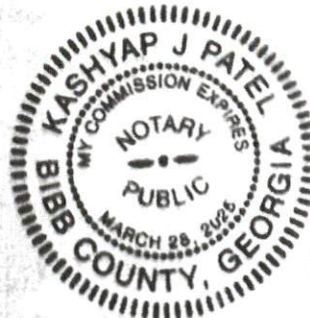


Sworn to and subscribed before me this
1st day of Jan, 2024.

Kashyap J. Patel
Notary Public

My commission expires: MARCH 28th 2025

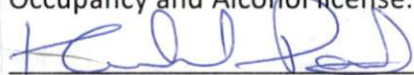
Page 2 of 2



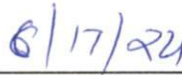
Rev. April 2022
See O-22-0011

Statement from Applicant Kalpeshbhai G Patel

I, Kalpeshbhai G Patel, hereby state under oath that I am purchasing the business and property located at 3965 Arkwright Road, Macon, Georgia 31210. The Closing will take place once the Business License Department in Macon-Bibb County gets closer to issue the Certificate of Occupancy and Alcohol license.



Kalpeshbhai G Patel



Date

Sworn and Subscribed Before on this 17 day of June 2024



Notary Public





Tax Commissioner's Office
188 Third Street
Macon, Georgia 31201

Reviewed By: _____

OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Kalpeshbhai G Patel

Fingerprints: Completed 7.5.24

Business Name: Fiesta Beverage Outlet Inc DBA Macon Beverage Outlet

Business Address: 3965 Arkwright Rd, Macon, GA 31210

DocuSigned by:

After investigation, I recommend that the license requested herein be:

7/10/2024

Granted

David J Davis
 Sheriff, Macon-Bibb County, Georgia
 1C561778CDEE414...

_____ Date

Denied

_____ Sheriff, Macon-Bibb County, Georgia

_____ Date

I recommend that the license requested herein be:

Granted

_____ Mayor, Macon-Bibb County, Georgia

_____ Date

Denied

_____ Mayor, Macon-Bibb County, Georgia

_____ Date

I recommend that the license requested herein be:

Granted



_____ Clerk of the Macon-Bibb County Commission, Georgia

_____ Date

Denied



_____ Clerk of the Macon-Bibb County Commission, Georgia

_____ Date



Tax Commissioner's Office
188 Third Street
Macon, GA 31201

Review Form

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

The following required documents are included in the application:

- ☐ Signature form
- ☐ BSO Recommendation letter
- ☐ Proof of Planning and Zoning compliance
- ☐ Affidavit from the Macon-Bibb County Engineer's Department
- ☐ Affidavit from the Macon Telegraph Newspaper

Legal Review 8/15/2024 (Date) ^{DS}
SF (Initials)

Comments

After review, Legal recommends approval.

Initials

^{DS}
SF Stephanie Freeman, Administrative Office Specialist

INTRODUCTION

THIS LEASE IS MADE this 29th day of July, 2024 and between the following parties:

LESSOR: FUTURE INVESTMENT 15 LLC

LESSEE: FIESTA BEVERAGE OUTLET INC.

ARTICLE I DESCRIPTION OF PROPERTY LEASED

1.01 Street Address and Legal Description. The Lessor does hereby demise, lease and let unto the Lessee the land, building and appurtenances thereunto belonging, located in Macon-Bibb County, Georgia, being known as 3965 Arkwright Road, Macon, GA 31210 (hereinafter sometimes referred to as the "Land").

ARTICLE II TERM

2.01 Commencement. The term of this Lease shall commence on July 29, 2024 (the "Commencement Date").

2.02 Expiration. The term of this Lease shall be for 25 years and three months from the Commencement Date.

ARTICLE III RENTALS

3.01 Basic Rent. Lessee shall pay to the Lessor Basic Rent in the initial monthly amount of the sum equal to the monthly payments owed pursuant to any promissory note from Lessor to any lender that is secured by a lien on the Land approved by Metro City Bank. Lessor shall notify Lessee of the initial monthly payment and shall inform Lessee 10 days in advance any time the monthly payment changes due to a change in the monthly payments on the notes. If the Commencement Date is on a day other than the first day of a calendar month, the rent for the balance of the month in which the Commencement Date occurs shall be payable by the Lessee on the Commencement Date at a daily rate based upon the monthly rent.

3.02 Additional Rent. Lessee shall also pay as Additional Rent, all impositions, costs, expenses, liabilities, obligations and other payments which Lessee assumes or agrees to pay in any of the terms of this Lease. If Lessor, at its option, pays or performs any obligations of Lessee, such money expended by Lessor shall be deemed additional rental due from Lessee to Lessor, and shall be a demand obligation due to Lessor with interest at the rate of ten (10%) percent per annum or the prime rate of interest as quoted in the Wall Street Journal on the last day of each month (the "Prime Rate") whichever is greater. Interest shall accrue from the date when the additional rentals become due until fully paid.

3.03 Late Payment Penalty. Any installment of Basic Rent which is not paid on the date due shall bear interest at the rate of ten (10%) percent per annum or the Prime Rate, whichever is greater. Interest shall accrue from the date when the rental installment is due until fully paid, without demand or notice to Lessee.

3.04 Method of Payment. All installments of rent shall be paid to Lessor or pursuant to its written order. In the absence of a contrary direction, all payments shall be made to the order of Lessor at its address stated in the Introduction of this Agreement.

3.05 Net Net Rental. The Basic Rent shall be absolutely net net to Lessor. The Lessee shall perform all maintenance and repairs of the entire leased premises, shall pay all of the general real estate taxes, assessments and other special assessments, and any interest or penalties thereon, and shall pay all license fees, permit fees, impositions, costs, utilities expenses, and all other liabilities and obligations arising out of the demised premises, as provided herein. Lessor shall receive the Basic Rent monthly, free of any deduction, charges or expenses. Such rent shall be paid without notice or demand and without setoff, counterclaim, abatement, suspension, deduction or defense.

3.06 No Abatement. Lessee shall not be entitled to quit, terminate or surrender this Lease, and shall not be relieved from its obligations to pay rent or from any of its other obligations under this Lease by reason of:

- (a) Any prohibition of the use of the Property for any purpose by law, ordinance, governmental regulation, governmental action, or injunction;
- (b) Eviction by title paramount; or
- (c) Damage to or destruction of any portion or all of the building (except as provided in Article\VI).

ARTICLE IV **TAXES AND ASSESSMENTS**

4.01 Time of Payment. Lessee shall pay all taxes, assessments, special assessments and other impositions as they become due in a timely manner before any fine, penalty, interest or other cost is added for non-payment or late payment.

4.02 Description of Impositions. The impositions which are Lessee's obligation to be paid as provided in Section 4.01 include, but are not limited by reason of this enumeration, the following items:

- (a) All real estate taxes;
- (b) All assessments and special assessments levied, confirmed or imposed upon the Land which may become a lien upon the Land or the building during the term of this Lease;
- (c) Any tax pertaining to the occupancy, use or possession of the Land, the building or any part thereof;
- (d) Rent taxes;
- (e) Gross receipt taxes;
- (f) Water, sewer and other utility rates and charges;
- (g) License fees, permit fees, other authorization fees, or driveway permit fees.

However, Lessee shall not be responsible for any municipal, state, or federal taxes assessed against Lessor, or for any municipal, state or federal capital levy, estate, succession, inheritance, transfer or franchise taxes of Lessor, or for any income, profits or revenue tax, assessment or charge imposed upon the rent received as such by Lessor under this Lease, unless such taxes are specifically levied against the income of Lessor which is derived from the rent due under this Lease, expressly or by implication, which constitutes a specific substitute for real estate taxes in whole or in part upon the Land. If the amount or rate of any such income or excess profits tax so levied against the income of Lessor as a specific substitute for the taxes on the Land shall be increased by reason of any other income received or property owned by the Lessor, then the Lessee shall not be obligated to pay such increased amount, but is only obligated to pay that portion of the tax as Lessor would be obligated to pay if it derived no income from any source other than the Land.

4.03 Pro-Rations. Any imposition relating to a fiscal period of any taxing authority which is included within the term of this Lease shall be adjusted between Lessor and Lessee as of the termination of this Lease. Lessor shall pay that proportion of such imposition which is attributable to the period of time after the termination of this Lease and the Lessee shall pay the remainder thereof.

4.04 Proof of Payment. Lessee shall furnish Lessor with photostatic copies of receipted bills for all impositions which are the obligation of Lessee. Such proof shall be furnished within ten days after the date that any fine, penalty, interest or cost may be added to such imposition for non-payment.

4.05 Contests. Lessee may, if it shall so desire, contest the validity or amount of any imposition by appropriate legal proceeding so long as such proceeding operates to prevent the collection of the imposition so contested, or the sale of the Land or any part thereof, to satisfy the same and Lessee shall have deposited with a bank or trust company acceptable to Lessor an amount sufficient to pay such contested imposition together with interest and penalties reasonably estimated by Lessor to be due from time to time.

4.06 Refunds. Lessee shall have the right, at its sole expense, to institute and prosecute suit to recover any tax or imposition paid by Lessee under protest in Lessor's name. In such event, Lessee agrees to indemnify and hold Lessor harmless from and against all costs, charges and liabilities in connection with such suit.

ARTICLE V

USE, MAINTENANCE AND ALTERATIONS

5.01 No Warranties. Lessee has leased the Land after a full and complete examination thereof including its present uses and non-uses. Lessee accepts the same without any representation or warranty, expressed or implied, in fact or in law, by Lessor as to the nature, condition or usability to which it may be put. Provided, this Paragraph shall not limit Lessor's obligations under Article XV.

5.02 Uses. Lessee shall have a right to use the Land for any legal purpose. Lessee shall not use or suffer or permit anyone claiming under Lessee to use the Land for any unlawful purpose, or suffer or permit any condition to occur or exist which will injure the reputation of the Land.

5.03 Maintenance. Lessee shall take good care of the Land and the improvements, both interior and exterior, and maintain in good order (including, but without limitation because of this enumeration) all water pipes, gas pipes, sewer pipes, and drain and plumbing equipment, fixtures, structures, off-site improvements, asphalt and other surfacing, driveways and approaches, and all electric wiring, lighting and electrical fixtures and equipment, heating units and equipment, and at its expense make or cause to be made all necessary repairs thereto.

The Land and building will be kept in a clean and wholesome condition and Lessee will fully comply with all health, police, zoning and building regulations. Lessee will keep all sidewalks and areas adjacent thereto and all areas of the building safe, secure and in compliance with the requirements of any governmental authority. Lessee will make all additions, improvements, alterations and repairs on the Land and building, including the appurtenances and equipment, required by any lawful authorities which may be made necessary by the act or neglect of any person, corporation, or entity. Lessee will strengthen the foundations of any building at any time situated on the ground on the Land.

Lessee will keep Lessor harmless and indemnified at all times against any loss, damage, cost or expense by reason of the failure to do any of the foregoing or by reason of any accident, loss or damage resulting to persons or property from any use which may be made of the Land or building or by reason of or growing out of any act or thing done or omitted to be done or any occurrence upon the Land including reasonable attorney's fees and costs of defense incurred by Lessor. Lessee will further indemnify Lessor from any damage which may be sustained by adjoining property or adjoining owners or other persons or property in connection with any remodeling, altering or repairing of any building or buildings on the Land or the erection of any new building or buildings thereon.

5.04 Fixtures. All of the buildings, improvements and off-site improvements installed or placed on the premises by the Lessee at any time after the execution or during the term of this Lease, including all alterations and repairs, are to become part of the realty and remain on the leased premises at the expiration of this Lease, or any extension or renewal thereof. Any of Lessee's trade fixtures and equipment and other personal property installed on said premises by the Lessee must be removed by Lessee within fifteen (15) days after termination of this Lease or any extension or renewal thereof. If the Lessee fails to so remove such trade fixtures, equipment and other personal property, the same shall become and remain the property of the Lessor.

5.05 No Waste. Lessee will not do, permit, or suffer any waste of the land or building. Lessee will not permit said premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building, or increase the fire hazard of said building, or disturb the tenants of such building, or neighborhood. Lessee will not permit the premises to be used for any purpose or in any manner which would cause structural injury to the improvements, or cause the value or usefulness of the leased premises, or any part thereof to diminish. Lessee will not allow any signs, cards or placards to be posted, or placed thereon, or permit any alteration thereof, or addition to any part of said premises, except by written consent of Lessor. All alterations and additions to said premises shall remain for the benefit of Lessor unless otherwise provided in the consent. All elevators, hydraulic lifts or other equipment in or about said premises shall be operated solely at Lessee's risk.

5.06 Alterations. Lessee shall have the right to make, at its sole cost and expense unless otherwise agreed in writing with Lessor, additions, alterations and changes (hereafter referred to as "Alterations") in or to the Land and building provided that no Alterations involving an expenditure in excess of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) shall be made without the prior written consent of Lessor. In no event shall such Alterations change the general character of the Land and building as of the date of this Lease or reduce the rental value of the Land. Any alterations by Lessee shall be made in a good and workmanlike manner and in compliance with all applicable permits and authorizations under building, zoning and other laws. The Land shall be kept at all times free and clear of liens for labor and material supplied to the Land or building for Alterations. Lessee shall not make any structural changes or Alterations exceeding a reasonably estimated cost of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) unless before any such work commences:

- (a) Plans and specifications prepared by a reputable architect, licensed by the State in which the Land is located, shall have been submitted to and approved by Lessor, which approval will not be unreasonably withheld;
- (b) Lessee shall have furnished to Lessor an estimate of the cost of the proposed work, certified by the architect by whom such plans and specifications have been prepared; and
- (c) Lessee shall, upon request of Lessor, have furnished to Lessor a bond on which either Lessee shall be principal or a surety company authorized to do business in the State in which the Land is located and satisfactory to Lessor shall be surety. This bond shall be in a form satisfactory to Lessor conditioned upon the completion and payment in full for such work within a reasonable time, subject to delays occasioned by strikes, lockouts, Acts of God, governmental restrictions, or similar causes beyond the control of Lessee. In lieu of such bond, and at Lessor's sole discretion, Lessee may furnish other security such as an unconditional Letter of Credit to Lessor to insure payment for and completion of all work free and clear of liens.

5.07 Lessor's Right of Examination. Lessor may enter upon the Land or building or any part thereof for the purpose of ascertaining the condition of the premises and whether Lessee is observing and performing the obligations assumed by it under this Lease. Where Lessee shall fail, after written notice, to make repairs or perform work required of Lessee hereunder, Lessor shall also have the right to enter upon the Land and building for the purpose of doing such work. In such event, Lessee shall pay, upon demand, the cost to the beneficiaries of Lessor of such repairs as additional rent. Nothing contained herein shall impose or imply any duty on the part of Lessor to make any such repairs or perform any such work.

ARTICLE VI

DAMAGE OR DESTRUCTION TO BUILDING

6.01 Damage or Destruction. In case of damage to or destruction of the building by fire or other casualty, Lessee will promptly at its own expense, repair, restore, or rebuild the same so that upon completion of such repairs, restoration, or rebuilding, the market value and rental value of the building shall be substantially equal to the market value and rental value thereof immediately prior to the happening of such fire or other casualty.

6.02 Suspension of Rent. In no event shall Lessee be entitled to any abatement, allowance or reduction of rent because part or all of the Property shall be untenable owing to the partial or total destruction thereof.

ARTICLE VII

INSURANCE

7.01 At Lessee's Expense. Lessee shall at its sole cost and expense during the term of this Lease maintain the following insurance:

- (a) Insurance on the building against loss or damage by fire, explosion, windstorm, vandalism and against loss or damage by other risks embraced by the so-called "Broad Extended Coverage Endorsement" in amounts at all times sufficient to prevent Lessor or Lessee from becoming a co-insurer under the terms of the applicable policies but, in any event, in an amount not less than 100% of the then full insurable value of the building. The term "full insurable value" shall mean actual replacement value (exclusive of costs of excavation, foundations and footings);

- (b) General public liability insurance protecting and indemnifying Lessee and Lessor against any and all claims for damages to persons by way of injury or death of any persons in an amount not less than \$500,000.00 in any one accident; for injury to or death of more than one person in any one accident in an amount not less than \$1,000,000.00; and for damage to property in an amount of not less than \$500,000.00 made by, or on behalf of, any person or persons, corporation or entity arising from, related to or connected with the leased premises. Such insurance policies shall afford protection to the limits approved by Lessor.
- (c) Other insurance of any nature, sort or description as may be now or hereafter considered prudent by Lessor, including but not limited to so-called "Plate Glass" insurance, Workmen's Compensation, damage by boiler or internal explosion or boiler breakdown and so-called "Rent Insurance" for all sums due Lessor hereunder in the event of a loss or casualty which might interrupt the business of the Lessee and cause Lessee to cease use of the Land in whole or in part for any portion of the term of this Lease, all of which insurance is in the reasonable opinion of the Lessor necessary or required in connection with the operation or ownership of real estate similar to that leased hereunder and in the area where the property is located.
- (d) When and if such insurance is available from an Agency of the United States of America, loss by flood and/or war damage in the same amounts as provided for in Subsection (a) above.

7.02 Loss Payable Clauses. All policies of insurance required herein shall name Lessee and Lessor as their interest may appear and shall contain standard mortgage endorsements in favor of any mortgagee of the Land, building or leasehold estate.

7.03 Insurance Companies. All insurance required under this section shall be procured from responsible insurance companies reasonably satisfactory to Lessor and authorized to do business in the state in which the Land is located.

7.04 Certificates of Insurance. The policies or certificates evidencing insurance required by this section, shall be delivered to Lessor upon execution of this Lease and any renewals thereof. Such policies shall be delivered to Lessor at least fifteen (15) days prior to the expiration dates of the respective policies. If the Lessor is a Trust, all insurance policies shall name the Trust and all beneficiaries of said Trust as insured parties.

7.05 Appraisals. Not less frequently than once in each three years after commencement of the term hereof, Lessee shall furnish at its own expense to Lessor insurance appraisals such as are regularly and ordinarily made by or for insurance companies to determine the insurable value of the building above foundations.

7.06 Distribution of Proceeds.

- (a) In the event of loss under any policy required hereunder, (except rental insurance), where the loss payable is in excess of \$10,000.00, the insurance proceeds shall be deposited with Lessor or Lessor's designated agent and shall be paid out upon architect's certificates for the expense of repairing or rebuilding the buildings or improvements which have been destroyed. However, before Lessor has any obligation to pay out such monies it shall appear to the satisfaction of Lessor that the amount of insurance money on hand shall at all times be sufficient to pay for the completion of said repairs or rebuilding and that upon the

completion of said repairs or rebuilding, the buildings or improvements shall be free from all liens of mechanics and materialmen or others. Any surplus of insurance monies shall be paid and belong to Lessor.

- (b) In the case of any damage or destruction for which the insurance adjustment of loss is \$10,000.00 or less, the proceeds of insurance shall be paid directly to Lessee, if Lessee is not in default hereunder, and used by Lessee for restoration and rebuilding.
- (c) If this Lease is terminated for any default by Lessee under any terms and provisions of this Lease, all claims against insurers shall be and become the property of Lessor, except those claims for property which would revert to Lessee upon such termination.

7.07 No Concurrent Insurance. Lessee will not carry separate insurance concurrent in form or contributing in the event of loss with that required by this Section 7 unless Lessor is included therein as an insured within a loss payable clause as provided above.

7.08 Contractual Indemnity Insurance. The general public liability insurance required to be maintained pursuant to this Section 7, shall insure Lessee's obligation to indemnify Lessor as set forth in Article XIV.

ARTICLE VIII CONDEMNATION

8.01 Definitions.

- (a) Taking. The term "taking" as used herein shall mean a taking of the Land and/or building by way of condemnation or the exercise of eminent domain by any person or corporation, municipal, public, private or otherwise.
- (b) Whole Taking. The term "whole taking" shall mean a taking wherein the whole of the Land and/or building or any portion thereof is sufficient to render the remaining portion thereof unsuitable for uses set forth in Article V, Section 5.02.
- (c) Use Condemnation. The term "use condemnation" shall mean the use or occupancy of the Land and/or building or any part thereof temporarily requisitioned by any governmental authority, civil or military.
- (d) Non-Injurious Taking. The term "non-injurious taking" is defined as one which is a less than a whole taking and does not cause substantial injury to the building, such as: a taking of any space or other ground area not occupied by a substantial part of the building, or a taking of any vault or other space not included within the land, or a taking which results merely in the removal of projecting portions of the building upon any street, or of a portion of the outer facing of the walls of the building not requiring a demolition or reconstruction of a main building wall, or a taking of an underground right-of-way or subway, conduit or other purpose not necessitating the demolition or substantial alteration of any portions of the building and not substantially diminishing the rentable area below the street level or any area below such level used for building service equipment.

8.02 Whole Taking. In the event of a whole taking of the Land and/or building, this Lease shall terminate as of the date of the possession of such taking authority. Lessor shall be entitled to receive the entire Award as compensation for damage or payment in lieu of damages made in the proceeding (the

"Award"), except that portion specifically allocable to Lessee for its property and loss of business. Lessee's obligations under this Lease shall continue until the date of possession by the taking authority.

8.03 Partial Taking. If the taking be less than whole, or if it be a use condemnation, then Lessee shall promptly repair any damage caused by any such taking or requisition at its sole cost and expense (not to exceed the amount of Award hereunder) and upon the terms and conditions set forth in Section 7.06 Lessee shall be reimbursed for such costs and expenses actually made. There shall be paid to Lessee from time to time by Lessor from the Award received for such partial condemnation or use condemnation less expenses, including reasonable Attorney's fees incurred in collection of the Award, such amount as shall be necessary to reimburse Lessee for the entire costs of any repairs required to be made to the building and/or Land connected with such taking. Such amounts shall be paid over when received by Lessor against the receipt of a Certificate signed by an officer of Lessee, which Certificate shall specify in reasonable detail the items of such costs to be reimbursed, shall certify that Lessor is not in default under this Lease, that all conditions of this Lease relating to such reimbursement have been fulfilled and that the balance of the net Award held by Lessor, together with any additional funds required to be paid by Lessee are sufficient to cover the remaining costs of completion. If an officer of Lessee shall certify that such repairs have been completed and that Lessor is not in default as to this Lease and shall otherwise comply with these requirements, then Lessor shall pay over to Lessee the balance of such net Award. If the costs of such repairs shall exceed such net Award, the deficiency shall be paid by Lessee.

Lessee shall promptly and diligently proceed to make a complete architectural unit of the remainder of the improvements, first complying with the procedure set forth herein. If Lessee does not make a complete architectural unit of the remainder of the improvements within a reasonable period after such taking, not to exceed one hundred eighty (180) days, then, in addition to whatever other remedies Lessor may have either under this Lease, at law or in equity, Lessor may retain the entire Award as liquidated damages resulting from the failure of Lessee to comply with the provisions of this section. There shall be no abatement or reduction in any rental because of such taking.

No part of any Award shall inure to the benefit of the Lessee. Lessee shall not have any share or apportionment of any Award. No rights to prosecute any condemnation proceeding shall inure to Lessee and any amounts designated to be paid to or on account of Lessee are hereby assigned to Lessor.

8.04 Non-Injurious Taking. In the event of a non-injurious taking, Lessor shall retain the entire Award therefor without paying over to Lessee any portion thereof, and Lessee shall at its sole expense pay the entire cost and expense of any repairs incident thereto provided that:

- (a) Lessee shall be reimbursed for the entire cost of such repairs to the extent of the net Award in the manner provided in Section 8.03.
- (b) Commencing on the first day of the month following Lessor's receipt of the Award, the monthly basic rent shall be reduced by an amount equal to ten (10%) percent of the total Award received by Lessor (after payments, if any, to the Mortgagee under any existing mortgage or any replacement mortgage) less Lessor's expenses including reasonable Attorney's fees, incurred in the collection thereof and payments made to Lessee pursuant to paragraph A of this Subsection.

8.05 Disbursement of Proceeds. Lessee hereby irrevocably assigns to Lessor any Award or other payment to which Lessee may be entitled hereunder by reason of any such taking of, or the temporary requisition of, or the use or occupancy of the Land, whether the same shall be paid or payable in respect to the leasehold interest or otherwise. Lessor shall hold and disburse such Award in accordance with the provisions of this Article VIII.

8.06 Notice. Lessee agrees that it will give prompt notice to Lessor after learning of the commencement of prosecution of any proceedings, the effect of which would be to take by condemnation or otherwise, or to temporarily requisition the use or occupancy of the property or any part thereof. Lessee shall accord Lessor the opportunity to participate fully in any such proceedings at Lessor's sole cost and expense.

ARTICLE IX **NO LIENS**

It is expressly covenanted and agreed by and between the parties hereto that nothing contained in this Lease shall authorize Lessee to do any act which shall in any way encumber the title or interest of Lessor in and to the property, or cause the interest or estate of Lessor in the property to be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Lessee. Any claim to or lien upon the property arising from any act or omission of Lessee shall accrue only against the leasehold estate of Lessee and Lessee's interest in the building and shall in all respects be subject and subordinate to the paramount title and right of Lessor in and to the property. Lessee will not permit the property to become subject to any mechanic's, laborer's, or materialmen's lien on account of labor or material furnished to Lessee or any sublessee in connection with work of any character performed or claimed to have been performed on the property by or at the direction or sufferance of Lessee. Provided, however, that Lessee shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claimed lien if Lessee shall give to Lessor such reasonable security as may be demanded by Lessor to insure payment and to prevent any sale, foreclosure or forfeiture of the property by reason of non-payment thereof. On final determination of the lien or claim for lien, Lessee will immediately pay any judgment rendered with all proper costs and charges and will at its own expense have the lien released and any judgment satisfied. In case Lessee shall fail to contest the validity of any lien or claimed lien and give security to Lessor to insure payment thereof, or having commenced to contest the same, and having given such security, shall fail to prosecute such contest with diligence, or shall fail to have the same released and satisfy any judgment rendered thereon, then Lessor may, at its election (but shall not be required so to do) remove or discharge such lien or claim for lien (with the right in its discretion to settle or compromise the same) and any amounts advanced by Lessor for such purposes shall be so much additional rental due from Lessee to Lessor at the next rent day after any such payment, with interest at the rate of eight (8%) percent per annum or the Prime Rate, whichever is greater, from the date of payment thereof by Lessor until the repayment thereof by Lessee to Lessor.

ARTICLE X **DEFAULT**

10.01 Acts of Default. Each of the following shall be deemed a default by the Lessee and a breach of this Lease:

- (a) Any failure to make payment of rent or any item of additional rent or impositions, or any part thereof, which continues for five days; or
- (b) The vacancy, abandonment or desertion of the leased premises, or any part thereof which continues for five days, during the term hereof or any renewal term; or
- (c) Any failure in the performance of any of the terms, covenants, and conditions contained in this Lease on the part of Lessee to be kept or performed; or

- (d) The assignment by Lessee of this Lease or the sublease by Lessee of the premises (except as hereinabove provided for) or the mortgage of this Lease; or
- (e) The failure of Lessee to comply with any of the statutes, ordinances, rules, orders, regulations and/or requirements of the federal, state and/or city governments, or of any and all of their departments and bureaus applicable to the leased premises or as hereafter established, as herein provided; or
- (f) The filing, at any time prior to or on the date fixed for commencement of the term of this Lease, or at any time during the demised term, by or against Lessee or any guarantor, in any court of competent jurisdiction, of a petition in bankruptcy, insolvency proceeding, proceedings for reorganization, for the appointment of a receiver or trustee of all or any portion of Lessee's property or the entry of any judgment in excess of \$5,000.00 being entered against Lessee if within thirty (30) days thereof Lessee fails to secure a discharge thereof; or
- (g) The execution by Lessee or any guarantor of an assignment for the benefit of creditors, the consent to the appointment of a receiver or the taking advantage of any insolvency act; or
- (h) If Lessee is a corporation or partnership and if the ownership of any of the stock or interest thereof changes at any time during the term or any extension hereof, then Lessor, at its option, may, by giving sixty (60) days prior written notice to Lessee, declare such change in breach of this Lease subject to the remedies provided for herein.

10.02 Event of Default. Lessor may, if Lessor so elects, at any time upon the occurrence of a default as described in Section 10.01 or thereafter, terminate this Lease as of the date and term hereof on giving Lessee: (i) ten (10) days written notice of Lessor's intention to do so if the default is the failure of Lessee to pay rent or any item of additional rent as set forth in Article III; or (ii) thirty (30) days' notice in writing with respect to any other event of default set forth above, if any default specified in this Section shall continue for a period of thirty (30) days unless Lessee in good faith commenced the curing of such default within such thirty (30) day period and cannot with reasonable diligence cure such default within said period of thirty (30) days, in which event Lessee shall have a reasonable time to do so. Upon the occurrence of the above events, this Lease and the term hereof shall terminate, expire and come to an end on the date fixed.

Notwithstanding said termination, Lessee shall pay, at the same time as the rent becomes payable under the terms hereof, a sum equivalent to the rent and additional rent reserved herein. Lessor may relet the premises or any part or parts thereof in the name of Lessor or otherwise, for a term or terms which may, at Lessor's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease without releasing Lessee from any liability, and may apply such release proceeds as follows: first, to the cost of restoring the leased premises to a rentable condition; second, to brokerage fees and the cost to Lessor of reletting the premises, including attorneys' fees; and third, to the payments of rent, items of additional rent and all other charges due to Lessor. Lessee shall remain liable to the Lessor for any deficiency of said payments. The failure or refusal of Lessor to relet the premises or any part thereof shall not release or affect Lessor's liability.

Any sums due to Lessor shall be paid in monthly installments by Lessee on the rent day specified in this Lease. Any suit brought to collect the amount due for any month shall not prejudice in any way the rights of Lessor to collect any sums due for any subsequent month. Lessor, at its option, may make alterations, repairs, or replacements in the leased premises as Lessor considers advisable for the purpose of

reletting the leased premises or any part thereof. Making such alterations, repairs, or replacements shall not operate as or be construed to release Lessee from liability hereunder.

Lessee hereby waives any and all rights of redemption granted by or under any present or future laws.

In the event of the termination of this Lease pursuant to (i) or (ii) above, Lessor shall forthwith, notwithstanding any other provisions of this Lease to the contrary, be entitled to recover from Lessee, as liquidated damages, an amount equal to the rent reserved in this Lease for the unexpired portion of the term leased less the then fair and reasonable rental value of the leased premises for the same period. This provision shall not limit or prejudice the rights of Lessor to prove and obtain as liquidated damages by reason of such termination, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when such damages are proved, whether or not such amount be greater to, equal to, or less than the amount of the difference referred to above. If Lessor shall make any expenditure or incur any obligation for the payment of money by reason of Lessee's default, including reasonable legal fees, such sums or obligations with interest at the greater of eight (8%) percent per annum or the Prime Rate shall be deemed additional rent hereunder and shall be due and payable within five (5) days of rendition of any bill or statement to Lessee therefore. The time required for giving any notice shall commence at the time such notice is personally delivered or deposited, postage prepaid, in any Postal Service mailbox.

10.03 Delivery of Possession. Upon the termination of this Lease by lapse of time or otherwise, Lessee shall peaceably quit and surrender the Property to Lessor. Lessor may without further notice enter upon, re-enter, possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess and remove Lessee from the property. Lessor may have, hold and enjoy the property and the right to receive all rent and other income of and from the property without being liable to prosecution therefor. Lessee hereby expressly waives the service of any notice in writing of intention to re-enter or to institute legal proceedings to that end.

10.04 Remedies Not Mutually Exclusive. No remedy herein given to Lessor shall be considered exclusive of any other remedy but shall be cumulative and, in addition to every other remedy given hereunder, now or thereafter existing, at law or in equity, and may be exercised by Lessor contemporaneously or otherwise with every other remedy.

10.05 No Waiver. No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach or acquiescence of consent to any further or succeeding breach of the same covenant.

ARTICLE XI **ESTOPPEL CERTIFICATE**

Lessor and Lessee agree at any time, and from time to time, upon not less than ten (10) days prior written request by either to execute, acknowledge and deliver to the other a statement in writing which provides as follows:

1. This Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications);
2. Sets forth the dates to which the rental and other charges have been paid; and

3. Whether or not to the knowledge of the party executing the certificate there are then any defaults under this Lease, either by Lessor or by Lessee, or both (and if so, specifying the same).

It is intended that any statements described in this Article, delivered pursuant to this Article, may be relied upon by any prospective purchaser of the fee or leasehold.

ARTICLE XII **SUBORDINATION**

Lessee covenants and agrees that Lessee's rights in and to the leasehold estate created herein are and shall always be subordinate to the lien of any deed to secure debt or deeds to secure debts, mortgage or mortgages now or hereafter placed upon the demised premises or any underlying leasehold estate and to all advances made or hereafter to be made upon the security thereof. Lessee shall execute such further instruments subordinating this Lease to the lien or liens of any such deeds to secure debt, mortgage or mortgages as shall be required by Lessor.

ARTICLE XIII **INSPECTIONS**

Lessee agrees to permit Lessor and its authorized Representatives to enter the property at all times during reasonable business hours for the purpose of inspecting the same.

ARTICLE XIV **INDEMNIFICATION**

14.01 Claims Against Lessor. In case Lessor shall, without fault on its part, be made a party to any litigation commenced by or against Lessee, then the Lessee shall and will pay all costs and expenses, including reasonable Attorney's fees, and hold the Lessor harmless from the same which are incurred by or imposed on Lessor in connection with such litigation. Lessee shall pay all costs and expenses, including reasonable Attorney's fees, and will hold Lessor harmless from the same which may be incurred by Lessor in enforcing any of the covenants and agreements of this Lease.

14.02 Hold Harmless. Lessee hereby indemnifies and agrees to hold Lessor harmless against all liabilities, expenses and losses, including reasonable Attorney's fees, incurred by Lessor as a result of:

- (a) Failure by Lessee to perform any covenant required to be performed by Lessee hereunder;
or
- (b) Any accident, injury or damage which shall happen in or about the leased premises or resulting from the condition, maintenance or operation of the leased premises; or
- (c) Failure to comply with any requirements of any governmental authority; or
- (d) Any mechanic's lien or other lien filed against the leased premises.

ARTICLE XV
COVENANT OF QUIET ENJOYMENT

Lessor covenants and agrees to and with Lessee that at all times when Lessee is not in default under the terms of this Lease, Lessee's quiet and peaceful enjoyment of the Land and building shall not be disturbed or interfered with by Lessor or any person claiming by or through title paramount to Lessor.

ARTICLE XVI
REVERSIONARY INTEREST OF LESSOR

It is expressly understood and agreed that in the event of the termination of leasehold estate by lapse of time or otherwise, without any act by either party, Lessor shall be and become the absolute owner of and vested with full title to the ownership of the building without any payments therefor, free and clear of all rights or claims of Lessee and all persons hereafter claiming by, through, or under Lessee. The Land and building shall be surrendered to Lessor upon the date fixed for such termination or expiration. Lessee will on demand execute any further documents required by Lessor to confirm vested title in Lessor at the termination of this Lease.

Should Lessee, at the termination of this Lease by lapse of time or otherwise, fail to yield up immediate possession to Lessor, Lessee will pay as liquidated damages for the whole time such possession is withheld, the sum of THREE HUNDRED and 00/100 DOLLARS (\$300.00) per day, but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry, as herein set forth, nor shall the receipt of said liquidated damages, or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this Lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.

ARTICLE XVII
ASSIGNMENTS

17.01 Lessor's Consent. Without Lessor's prior written consent, Lessee shall not allow or permit any transfer of this Lease or any interest hereunder or of Lessee's interest in the building by operation of law or otherwise, or assign, convey, mortgage, pledge or encumber this Lease or any interest hereunder or Lessee's interest in the building or lease or sublet all or substantially all of the ground, the building or the property. Lessor's consent shall not be unreasonably withheld. No assignment or subletting (with or without Lessor's consent) shall release Lessee from any of its obligations hereunder.

17.02 Attornment. Any assignment of this Lease by Lessee shall be evidenced by an instrument in writing duly executed and acknowledged by the assignor and the assignee and duly recorded in the appropriate state or local offices in the state in which the Land is located. In such assignment, assignee shall expressly accept and assume all of the terms and covenants of this Lease and shall further acknowledge that all interests in the Land and building acquired by virtue of such assignment are expressly subject to the paramount rights of Lessor.

17.03 Non-Separability. Lessee's estate in and to the building shall be non-separable and shall not be assigned, transferred, or otherwise conveyed or encumbered in whole or in part or purported to be assigned, transferred or otherwise conveyed or encumbered in whole or in part, separate and apart from this Lease. In no event shall there be any assignment, transfer or conveyance of the estate, title, or interest of Lessee in the building, in whole or in part, by operation of law or by judicial order, decree or judgment which is separate and apart from this Lease. Any attempts to assign, transfer, or convey or encumber any such interests, shall be void and ineffective unless there shall be a complete assignment, transfer, mortgage

or encumbrance, as the case may be, of Lessee's interest in this Lease and all of Lessee's estate, right, title and interest in and to the building and the Land to the same party.

ARTICLE XVIII
NOTICES AND DEMANDS

Any notice from one party to the other hereunder shall be in writing, and shall have been deemed to have been duly given, if delivered personally, or mailed, enclosed in a certified postpaid envelope, addressed to the Lessor or Lessee at their respective addresses stated as follows:

LESSOR:

FUTURE INVESTMENT 15 LLC
3965 Arkwright Road
Macon, GA 31210
Attn: Kalpeshbai Patel, Manager

LESSEE:

FIESTA BEVERAGE OUTLET INC.
3965 Arkwright Road
Macon, GA 31210
Attn: Kalpeshbai Patel, President

Either Lessor or Lessee may, at any time, change such address by written notice. The effective date of such notice shall be five (5) days after the delivery of the same to the United States Post Office for mailing.

ARTICLE XIX
GENERAL PROVISIONS

19.01 Invalidity of Particular Provisions. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent provided by law.

19.02 Construction. This Lease shall be construed and enforced in accordance with the laws of the State of Georgia.

19.03 Covenants Binding. The covenants, agreements, terms, provisions and conditions of this Lease shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

19.04 Captions. The captions contained in this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease or in any way affect this Lease.

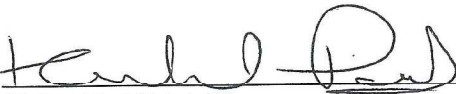
19.05 Interest Rates. In the event that the interest payable by the Lessee to Lessor under the provisions of any portion of this Lease are at a rate in excess of that lawfully allowed or which are deemed to be by law usurious, illegal or improper, then the rate payable to the Lessee shall be reduced to the rate which is the maximum permitted or allowed by law as being proper, non-usurious and lawful.

19.06 Payments of Rent to Secured Parties. Upon written notice from Lessor, Lessee shall pay that portion of the rent due hereunder, as Lessor instructs in said notice to any third party named by Lessor who owns a security interest in the Land and the balance of the rent shall be payable to Lessor.

IN WITNESS WHEREOF, the parties have executed and delivered this Lease, as of the day and year first written above.

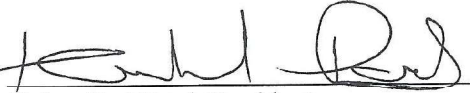
LESSOR:

FUTURE INVESTMENT 15 LLC

By: 
Kalpeshbai Patel, Manager

LESSEE:

FIESTA BEVERAGE OUTLET INC.

By: 
Kalpeshbai Patel, President

Added to the 8/20/2024 Pre-Commission agenda



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

☐ *Distilled Spirits Packaged to Go	\$2,900	☐ *Malt Packaged to Go	\$800	☐ Wine Packaged to Go	\$700
☒ *Distilled Spirits C.O.P.	\$2,900	☒ *Malt C.O.P.	\$800	☒ Wine *C.O.P.	\$700
☐ *Distilled Spirits Wholesaler	\$3,600	☐ *Malt Wholesaler	\$1,000	☐ Wine Wholesaler	\$800
☐ *Distilled Spirits Manufacturers	\$4,300	☐ *Malt Manufacturer	\$2,500	☐ Wine Manufacturer	\$1,700
☐ Brewpub	\$2,500	☐ Out-of-Town Wholesaler	\$100	☐ Brown Bag	\$0
☐ Alcohol Beverage Caterer	\$600	☐ Temporary Alcohol License	\$100		
_____ Please check here if you are applying for a Business Continuation License. Business Continuation License is 25% of applicable fees					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

A BUSINESS LICENSE IS REQUIRED BEFORE AN ALCOHOL LICENSE MAY BE ISSUED.

\$ 4400.00 Alcohol License Fees + \$400 Application Fee = \$ 4800.00

Agent Information

1. Agent/Owner(s) must complete and sign the Name-Based Criminal History Record Information Consent Form.
2. Provide an Unexpired Identification Card issued by Any U.S. State or United States government, bearing a current photograph of the applicant.
3. Agent/Owner(s) Must be Fingerprinted once application & fees are completed and paid unless such individuals currently hold one or more categories of alcohol license(s) in goodstanding.
4. Proof of Alcohol Handler's Permit from Agent and Owners.
5. Complete (S.A.V.E.) Systematic Alien Verification for Entitlements O.C.G.A. § 50-36-1 (e) (2) Affidavit.

Location/Business Information

6. Affidavit of Intent to Sale Alcohol from the Macon Telegraph Newspaper.
7. If any business entity other than Sole Ownership...Must submit a copy of the GA Secretary of State's Business information Record.
8. If NON-PROFIT entity...Proof of Non-Profit Status.
9. Planning and Zoning Compliance Form.
10. Original Affidavit from the Macon-Bibb County Engineer's Department.
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

Business Continuation

12. Please provide a list of the current, valid licenses issued to the named business; A record showing that all business license fees owed on the existing business have been fully paid, or a receipt showing payment thereof.
13. A statement, signed by the applicant, swearing, or affirming that the applicant has recently purchased the named business, or has a bona fide expectation of purchasing the named business soon; and
14. A record showing that all property taxes to date owned on the property have been fully paid, or a receipt showing payment thereof.

Select One: ☒ New Business ☐ Change of location ☐ Change of Business

BUSINESS

Federal Tax ID #: _____ State Tax ID#: _____
 Business Name: Jalapeno's Cantina Corporate and Trade Name: Jalapeno's Cantina of Macon LLC
 Local Business Address: 458 2nd Street, Macon, Ga 31201
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 458 2nd Street, Macon, GA 31201
(City State Zip)
 Local Business Phone #: _____ Email Address: _____
 Contact Person: Ramon Savilla Contact Phone #: 478.221.2128

AGENT

Agent's Name: Edward L. Wright Agent's Title: Owner
 Date of Birth: ■■■■■■■■■■ Social Security Number: ■■■■■■■■■■
 Home Address: 167 Greenwood Dr City: Macon State: Ga Zip: 31211
 Home Phone #: 478.367.1466 Email: Swrightsofgray@gmail.com
 Mailing Address: _____ City: _____ State: _____ Zip: _____

INDIVIDUAL/OWNER INFORMATION

Will the Agent named above also serve as the Applicant of this license? ☒ Yes ☐ No If no, complete the following:

Owner/Individual's Name: _____ Title: _____
 Home Address: _____ City: _____ State: _____ Zip: _____
 Home Phone #: _____ Email: _____
 Mailing Address: _____ City: _____ State: _____ Zip: _____

Rev. 08/23

Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the Bibb County Sheriff's Office to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

Full Name (print): <u>Edward Lee Wright</u>			
Home Address: <u>167 Greenwood Dr, Macon GA 31211</u>			
Sex	Race	Date of Birth	Social Security Number
<u>M</u>	<u>W</u>	[REDACTED]	[REDACTED]



This authorization is valid for 90/180/____ (circle one) days from date of signature.



I, _____, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

[Signature]
Signature

04/19/24
Date

*****Include a copy of your valid State/Government issued identification*****

Date of Inquiry: _____ Time of Inquiry: _____ Operator's Initials: _____

Purpose Code used: (check one)

☐	Employment (E) – Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Mentally Disabled (M) – Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Elder Care (N) - Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Children (W) - Provides <i>Georgia</i> Criminal History Record Information
☐	Public Records (P) – Provides <i>Georgia Felony Convictions</i> Only

The inquiry resulted in the following: (check all that apply)

☐	No Georgia CHRI results available.
☐	Georgia CHRI attached/released

☐	No NCIC/GCIC Warrant results available.
☐	Possible NCIC/GCIC Warrant. Contact Agency listed below.
Wanting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title

Date

**MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
O.C.G.A. § 50-36-1 (e) (2) Affidavit**

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) ✓ I am a United States citizen 18 years of age or older. Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.

- 2) _____ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.

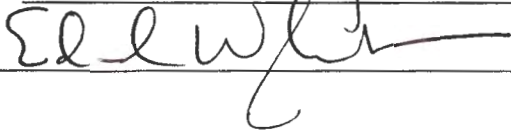
Please check only one option above and submit the required documents with your application.
Please note that the failure to do so will result in a processing delay.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Business Name: Jalapenc's Cantina

Printed Name of Applicant: Edward Wright

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 25th DAY OF April, 2024.





MEASUREMENT FORM

Retail Sales of Distilled Spirits for Consumption on the Premises Macon-Bibb County Code Chapter 4, Alcoholic Beverages

APPLICANT: EDDIE WRIGHT
PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES
BUSINESS LOCATION: 458 SECOND ST.
BUSINESS NAME: JALAPENOS CANTINA

To Be Completed by County Engineer

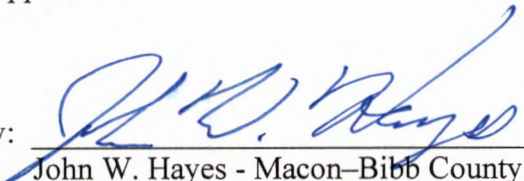
1. Nearest property line of the place of business to the nearest property line of a state or county owned and operated alcoholic treatment center, or housing authority property measured and found to be more than 300 ft (4-142)

☒ Comply ☐ Does not comply

Licenses for a private club or for a bona fide restaurant, hotel or motel or other bona fide food service establishment is exempt.

2. We are unable to determine if this is a bona fide restaurant or bona fide food service establishment that qualifies for the exceptions or exemptions.

☐ Yes ☐ No ☒ Not Applicable

By: 
John W. Hayes - Macon-Bibb County Engineer

Date: 2/2/24

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office

CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

300' from nearest PL to property line of Alcohol Treatment Center or MHA project.

Jalapenos Cantina
#458 Second Street

3,860' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emery Hwy.

3,950' — MHA housing unit property line

#1130 Oglethorpe Street

OK

Paul J. Hornowski
July 1, 2024



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
141390	547502	Print Legal Ad-IPL01711380 - IPL0171138	Jalapeños Cantina	\$46.36	1	291

Attention: EDWARD WRIGHT

Jalapeños Cantina
458 2nd Street
Macon, GA 31201

5wrightsofgray@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-
QUEST FOR BEER, WINE, LIQUOR/
On Premises

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the May 8, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Jalapeño's Cantina of Macon/Jalapeño's Cantina, 458 2nd Street Macon, GA 31201. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This May 1, 2024. Edward Wright, Applicant
IPL0171138
May 1, 2024

To Whom It May Concern:

This is to certify the legal advertisement in the above stated case was published in The Telegraph legal section on:

2 insertion(s) published on:

05/01/24, 05/08/24

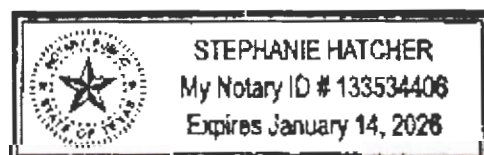
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 8th day of May, in the year of 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal documents please do not destroy.



MACON-BIBB COUNTY
Planning & Zoning

Macon-Bibb Planning & Zoning Commission
Terminal Station | 200 Cherry Street, Suite 301
Macon, Georgia 31201 MBPZ.org

Zoning Compliance

PERMIT NO: ZC-2024-509	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 05/16/2024
ISSUED TO NAME:	Ramon Saucillo	
	Jalapenos Cantina LLC	
PROPERTY OWNER'S NAME:	INDEPENDENCE LOFTS LLC	
PROPOSED USE:	New Business Application	
	Restaurant with alcohol COP	
ADDRESS OF PROPOSED USE:	458 SECOND ST	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	Q074-0414	ZONING DISTRICT: CBD-1

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to operate a restaurant with alcohol served/ consumed on premises in an existing commercial building. No outside storage, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit and certificate of appropriateness. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 05/16/2025

APPROVED BY: Thomas Neaves

NOTICE

This permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, this zoning permit must be displayed on the premises together with the business license. This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, the Macon-Bibb County Engineering Department, the Macon-Bibb County Fire Department, the Macon-Bibb County Traffic Engineering Department, the Macon Water Authority, the Office of Building and Fire Safety, and any other governmental agency whose regulations may be applicable. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb County Planning and Zoning Commission. Permits are specific to the property for which the permit is issued as well as the person to whom it is issued. Other than permits for single family homes or duplexes, any change in the person engaging in the use allowed by such permit shall require that the new person engaging in such use file a change of ownership form with the Commission, provided that change of ownership forms shall not be required for variances or certificates of appropriateness. The new holder of any permit shall be subject to all conditions attached to the original permit.

Control Number : 24077807

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Jalapeno's Cantina of Macon, LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **04/11/2024** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **04/18/2024**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 4/11/2024 4:59:00 PM

CONTROL NUMBER		24077807
BUSINESS NAME		Jalapeno's Cantina of Macon, LLC
BUSINESS TYPE		Domestic Limited Liability Company
EFFECTIVE DATE		04/11/2024

PRINCIPAL OFFICE ADDRESS	
ADDRESS	458 2nd Street, Macon, GA, 31201, USA

REGISTERED AGENT		
NAME	ADDRESS	COUNTY
Franklin T. Gaddy	240 Third Street, Macon, GA, 31201, USA	Bibb

NAME	TITLE	ADDRESS
Franklin T. Gaddy	ORGANIZER	240 Third Street, Macon, GA, 31201, USA

AGENT SIGNATURE	
N/A	

AUTHORIZER SIGNATURE	Franklin T. Gaddy
AUTHORIZER TITLE	Organizer

Ownership Disclosure Form

A separate copy of this form must be completed for each individual who has a disclosable interest in the business.

Business:

Trade Name: Jalapenos Cantina Name of Corporation: Jalapenos Cantina of Macon LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: Elaine Wright - Owner Telephone Number: 478-367-1466
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
[REDACTED] P.O. Box Not Allowed (City State Zip)
 Mailing Address: 458 2nd Street, Macon, GA 31201
 (City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - o General Partner holding _____% of all outstanding partnership interests.
- ☐ Limited Partnership (LP)
 - o General Partner holding _____% of all outstanding general partnership interests.
 - o Limited Partner holding _____% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - o General Partner holding _____% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - o General Partner holding _____% of all outstanding general partnership interests.
 - o Limited Partner holding _____% of all outstanding general partnership interests.
- ☒ Limited Liability Company (LLC)
 - o Managing Member, Total number of Managing Member: 1
 - o Member holdings 100 % of all outstanding membership interests.
- ☐ Privately Held Corp./Company
 - o Corporate Officer: Yes _____ No _____
- ☐ Other
 - o Other person exercising operational authority over the entity: _____



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Edward Last Name: Wright
Home Address: 167 Greenwood Dr City: Macon State: GA Zip: 31211
Home Phone #: 478-367-1466 Email: EWrightsofgray@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 167 Greenwood Dr City: Macon State: GA Zip: 31211

- ☐ A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- ☐ An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- ☐ Current color photograph of applicant
- ☐ \$25 money order, cashier check, check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

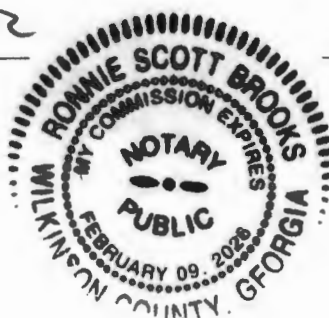
[Signature]
Applicant's Signature

04/25/24
Date

I hereby certify that Edward Wright signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 25th day of April, 2024

[Signature]
Notary Public



2/9/2026
My Commission Expires

Rev. 7/2021



CERTIFICATE OF COMPLETION

This certifies that

Edward Wright

is awarded this certificate for

TIPS On-Premise Alcohol Server Training



Hours
3.00



Completion Date
04/25/2024



Expiration Date
04/25/2027



Certificate #
ON-000033375720

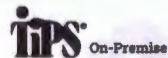
Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

(CUT HERE)

(CUT HERE)



Issued: 04/25/2024
Certificate #: ON-000033375720

Edward Wright
167 Greenwood Dr
Macon GA 31211

CERTIFIED

Expires: 04/25/2027



Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____



Edward Wright



AH001361

ALCOHOL HANDLER

EXP: 12/31/2024



LEASE

THIS LEASE, made as of this 27th day of February, 2024, by and between Independence Lofts, LLC, first party, (hereinafter called "Landlord"), and Jalapenos Cantina LLC, second party, (hereinafter called "Tenant"), and Summit Commercial Services, Inc., d/b/a The Summit Group, third party, (hereinafter called "Agent");

WITNESSETH:

1. PREMISES - The Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, provided for and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents leases and rents, unto the said Tenant, and said Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called "Premises"), to wit:

Approximately 6,235 square feet of restaurant and retail space taken from improvements described in Deed Book 10290, Page 30, Bibb County Clerk's Office, Bibb Superior Court, Macon, Bibb County, Georgia;

and being known as 458 Second Street, Macon, GA.

2. TERM - The Tenant shall have and hold the Premises for a term of sixty-four (64) months beginning on the 1st day of March, 2024, and ending on the 31st day of June, 2029, at midnight, unless sooner terminated as hereinafter provided. If for any reason whatsoever, whether or not attributable to the fault of Landlord, Landlord is unable to deliver possession of the demised premises to Tenant at the commencement of the term of this lease, Landlord shall not be liable to Tenant in any way for damages and this lease shall not terminate; however, Tenant shall have no obligation to pay rent hereunder until possession of the demised premises is delivered to Tenant, and the term of this lease shall be deemed to be postponed, by postponing the beginning and ending dates of the term and any renewal terms by an amount of time equal to such delay in delivering possession.

3. RENTAL - Tenant agrees to pay to Landlord, **by payments to and made payable to The Summit Group**, Agent of Landlord, an annual rent in the amount of \$ See Special Stipulation 35-A, paid in equal monthly installments of \$ See Special Stipulation 35-A. Said monthly rent shall be paid at the designated office of the Agent, in advance and promptly on the first day of each and every month, during the initial Lease term and any renewals thereof. Any rental payment received after the tenth (10th) day of any month shall include a five (5%) percent late fee.

If Tenant's check is returned by Tenant's bank without payment, Tenant agrees immediately to pay to Landlord \$25.00 liquidated damages for each dishonored check **along with normally charged late fees**. Tenant acknowledges that the damages to Landlord caused by late payment or dishonored checks are difficult or impossible to estimate accurately, that these charges are liquidated damages and not penalties, and that these sums are reasonable pre-estimates of the probable damages to Landlord in the event of late payments or dishonored checks. Said liquidated damages shall constitute additional rent hereunder. Moreover, Landlord may, at its sole discretion, require any Tenant which fails to pay any monetary obligation herein when due, or pays with a check drawn with insufficient funds, two (2) or more time during any twelve (12) month period to tender any and all subsequent payments after the initial default in the form of a cashier's or bank check certifying "instant funds."

4. SECURITY DEPOSIT - Tenant agrees to deposit with The Summit Group the sum of \$5,000.00. Said deposit shall be held by The Summit Group as security for the full and faithful performance by Tenant of each and every term, covenant, and condition of this lease agreement on the part of Tenant to be observed and performed. Said deposit will be held in an interest-bearing escrow/trust account and The Summit Group will retain the interest earned on said deposit. If any of the rents herein received or any other sum payable by Tenant to Landlord shall be overdue and unpaid or should the Landlord make payments on behalf of Tenant or should Tenant fail to perform any of the terms of this lease agreement, Landlord may, at its option, and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply said entire deposit or so much thereof as may be necessary to compensate Landlord toward the payment of the rents or other sums due from Tenant. Landlord agrees to return to Tenant the entire balance of the security deposit within 30 days of the termination of this lease agreement, so long as Tenant shall have reasonably complied with all terms of this agreement.

5. AGENT'S COMMISSION - Agent has rendered Landlord and Tenant a valuable service by assisting in the creation of the Landlord-Tenant relationship hereunder. For this reason, Agent is made a party to this Lease and is given a special lien on the interest of the Landlord and the Tenant in the Premises in order to enable Agent to enforce its commission rights against the Premises as well as against the other parties hereto as herein provided and as otherwise provided by law or equity. The commission to be paid in conjunction with the creation of the aforesaid Landlord-Tenant relationship by this Lease has been negotiated between Landlord and Agent, and Landlord hereby agrees to pay Agent, as compensation for Agent's services in procuring this Lease and creating the aforesaid Landlord-Tenant relationship, as follows:

To be paid in accordance with a separate agreement.

If Tenant, its successors or assigns, shall (i) exercise any right or option to renew or extend the term of the lease (whether contained in the lease or in any amendment, supplement, or other agreement pertaining hereto), or (ii) enter into any new lease, extension, renewal, expansion, replacement or other rental agreement, Landlord agrees to pay Broker one-half of one month's renewal rent plus one-half of the original percentage of the aggregate rent payable.

6. PURCHASE OF PROPERTY - In the event that Tenant acquires title to the Premises or any part thereof, at any time during the term of this Lease, any renewals thereof, or within six months after the expiration of the term hereof or any extensions, then Landlord shall pay Agent a sales commission on the sale of the Premises in the amount equal to ten (10%) percent of the gross sales price of the property. In the event that the property is sold to any other party, then the agent's commission rights contained in this agreement shall not be relieved, and the purchaser shall assume all commission obligations incurred by the Landlord in connection with this agreement.

7. UTILITY BILLS - Tenant shall pay all utility bills, including, but not limited to water, sewer, gas, electricity, fuel, light, and heat bills, for the Premises, and Tenant shall pay all charges for garbage collection services or other sanitary services rendered to the Premises or used by Tenant in connection therewith. If Tenant fails to pay any of said utility bills or charges for garbage collection or other sanitary services, Landlord may pay same, and such payment shall be added to, and become part of, the next rental payment due under this Lease.

8. USE OF PREMISES - Premises shall be used for restaurant purposes and no other. Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass on the Premises, nor in any manner to increase the rate of insurance on the Premises.

9. ABANDONMENT OF THE PREMISES - Tenant agrees not to abandon or vacate the Premises during the period of this Lease and agrees to use the Premises for the purposes herein leased until expiration hereof.

10. REPAIRS BY LANDLORD - Landlord agrees to keep in good repair the roof, foundations, and exterior walls of the Premises (exclusive of all glass and all exterior doors), and underground utility (excluding charges for annual backflow inspections which shall be the responsibility of Tenant) and sewer pipes outside the exterior walls of the building, except repairs rendered necessary by the negligence of Tenant, its agents, employees or invitees. Landlord gives to Tenant exclusive control of the Premises and shall be under no obligations to inspect said Premises. Tenant shall promptly report in writing to Landlord any defective condition known to it that Landlord is required to repair.

11. REPAIRS BY TENANT - Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the initial term of this Lease and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises, including the building, kitchen equipment and furniture as further described in Exhibit "A", and heating and air conditioning equipment (including but not limited to replacement of parts, compressors, air handling units and heating units), and other improvements located thereon, except those repairs expressly required to be made by Landlord hereunder. Tenant further agrees to care for the grounds around the building, including the mowing of grass, parking lot maintenance, care of shrubs and general landscaping. Tenant agrees to return the Premises, including kitchen equipment and furniture as further described in Exhibit "A", to Landlord at the expiration, or prior to termination, of this Lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lighting, earthquake or other casualty alone excepted.

12. DESTRUCTION OF OR DAMAGE TO PREMISES - If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for between Landlord and Tenant as of that date. If the Premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore Premises to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence.

13. INDEMNITY - Tenant agrees to, and hereby does, indemnify and save Landlord harmless against all claims for damages to persons or property by reason of Tenant's use or occupancy of Premises, and all expenses incurred by Landlord because thereof, including attorney's fees and court costs. Supplementing the foregoing and in addition hereto, Tenant shall during all terms of this Lease, and any extension or renewal thereof, and at Tenant's expense maintain in full force and effect comprehensive general liability insurance with limits of \$500,000.00 per person and \$1,000,000.00 per accident, and property damage limits of \$100,000.00, which insurance shall contain a special endorsement recognizing and insuring any liability accruing to Tenant; such insurance policy shall contain a clause expressly waiving any right of the insurer of subrogation against Landlord, and shall name Landlord and Landlord's Agent as additional insureds. Prior to the commencement of the term of this Lease, Tenant shall furnish Landlord with a certificate of such insurance that shall show the waiver of subrogation, and the endorsement required hereby. Such certificate shall provide that Landlord will be given ten (10) days written notice prior to cancellation or expiration of the insurance evidenced thereby.

14. GOVERNMENTAL ORDERS - Tenant agrees, at his own expense, promptly to comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Premises. Landlord agrees promptly to comply with any such requirements if not made necessary by reason of Tenant's occupancy.

15. CONDEMNATION - If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided.

16. **ASSIGNMENT AND SUBLETTING** - Tenant shall not sublease or assign any of its rights in and to all, or any portion of, the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.

17. **REMOVAL OF FIXTURES** - Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove any trade fixtures and equipment which he has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such installation and removal.

18. **EVENTS OF DEFAULT** - The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (1) Tenant fails to pay the rental as provided for herein; (2) Tenant abandons or vacates the Premises; (3) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease; (4) Tenant is adjudicated bankrupt; (5) a permanent receiver is appointed for Tenant's property and such receiver is not removed within 60 days after written notice from Landlord to Tenant to obtain such removal; (6) Tenant, either voluntarily or involuntarily, takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; (7) Tenant makes an assignment for benefit of creditor; or (8) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within 30 days after written notice from Landlord to Tenant to obtain satisfaction thereof.

19. **REMEDIES UPON DEFAULT** - Upon the occurrence of any Event of Default, Landlord may pursue any one or more of the following remedies, separately or concurrently, without any notice (except as specifically provided hereafter) and without prejudice to any other remedy herein provided by law; (a) if the Event of Default involves non payment of rental, and Tenant fails to cure such default within ten days after receipt of written notice thereof from Landlord, or if the Event of Default involves a default in performing any of the terms or provisions of this Lease other than the payment of rental, and Tenant fails to cure such default within thirty (30) days after the receipt of written notice of default from Landlord, Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is then due and which would otherwise have become due through the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (b) if the Event of Default involves any matter other than those set forth in item (a) of this Paragraph, the Landlord may terminate this Lease by giving written notice to Tenant, and upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is then due and which would otherwise have become due through the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) upon any Event of Default, Landlord may give to Tenant written notice of such default and advise Tenant that unless such default is cured within ten days after receipt of such notice, the expiration of the ten day period, and thereafter, unless all the terms and provisions of this Lease are fully complied with by the Tenant within said ten-day period, the entire amount of said rental shall thereupon become immediately due and payable without further notice to Tenant; or (d) upon any Event of Default, Landlord, as Tenant's agent, without terminating this Lease may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting; provided, however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default.

20. **EXTERIOR SIGNS** - Tenant shall place no signs upon the outside walls or roof of the Premises except with the written consent of the Landlord. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with rules and regulations governing such signs, and the Tenant shall be responsible to Landlord for any damage caused by installation, use, or maintenance of said signs. Tenant, upon the expiration of this Lease, and any extension or renewal thereof, shall remove said signs and agrees upon removal of said signs to repair all damage incident to such removal.

21. **ENTRY FOR CARDING, ETC.** - Landlord may card the Premises "For Rent" or "For Sale" 60 days before the termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

22. **EFFECT OF TERMINATION OF LEASE** - No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

23. **MORTGAGEE'S RIGHTS** - Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt that is now, or may hereafter be, placed upon the Premises by Landlord. Tenant shall, if requested by Landlord, execute a separate agreement reflecting such subordination.

24. **NO ESTATE IN LAND** - This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

25. **HOLDING OVER** - If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be at will at the rental rate which is in effect at end of Lease; and there shall be no renewal of this Lease by law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, then Tenant shall be at sufferance and, commencing on the day following the date of such expiration, the monthly rental payable under this agreement shall, for each month or fraction thereof during which Tenant so remains in possession be 115% of the monthly rental otherwise payable.

26. **ATTORNEY'S FEES AND HOMESTEAD** - If any rent or other sum owing under this Lease is collected by or through an attorney at law, Tenant agrees to pay fifteen percent (15%) thereof as attorney's fees. Tenant waives all homestead rights and exemptions that he may have under law as against any obligation owing under this Lease.

27. **RIGHTS CUMULATIVE** - All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

28. **SERVICE OF NOTICE AND ADDRESS OF PARTIES**- The notices required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be either delivered personally or deposited into the U.S. Mail, postage prepaid, by certified or registered mail, return receipt requested, addressed to the parties as below set forth. Notice shall be deemed effective upon the earlier to occur of (i) actual receipt of the notice, if served personally, (ii) actual receipt of the notice, if mailed as aforesaid, or (iii) three (3) business days after the notice is deposited in the mail, if properly addressed and postage is prepaid as aforesaid. For purposes of this Paragraph, the respective addresses of Landlord's Agent and Tenant are as follows unless hereafter changed by notice to the other:

Agent: The Summit Group
ATTN: Adam Bailey
4124 Arkwright Road, Suite 1
Macon, GA 31210

Tenant: Jalapenos Cantina LLC
ATTN: Ramon Saucillo
136 Spruce Lane
Gray, GA 31032

Tenant hereby appoints as its agent to receive the service of all dispossession or distraint proceedings and notices required or permitted under this Lease the person in charge of or occupying said Demised Premises at the time. If no person is in charge of or is occupying the Demised Premises, then such service or notice may be personally made by attaching or tacking the same to the main entrance of the Demised Premises. A copy of any notice under this Lease so served by attaching or tacking shall also be mailed to Tenant as hereinabove set forth; provided, however, that this requirement shall not extend to dispossession or distraint proceedings so served, and delivery of such proceeding shall be deemed effective upon such attachment or tacking; and provided further, however, that any notice under this Lease served by attachment or tacking shall be deemed effective on the date of such attachment or tacking.

29. **WAIVER OF RIGHTS** - No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant of his obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

30. **OWNERSHIP** - The owner of the Premises is the Landlord in this agreement, and the person authorized to manage the Premises is The Summit Group, as Agent of the Landlord. Service of process and demands and notices as to the Landlord shall be made to The Summit Group, whose address is 4124 Arkwright Road, Suite 1, Macon, Georgia 31210, who is authorized to acknowledge the receipt of same on behalf of the Landlord.

31. **AGENT'S SERVICES** - Agent is hereby a third party to this Lease solely for the purpose of enforcing his rights of commissions for services rendered, and it is agreed by all parties hereto that Agent is acting solely in the capacity as agent for Landlord, to whom Tenant must look to regarding all covenants, agreements and warranties herein contained, and that Agent shall not be liable for the obligations of the Landlord contained herein.

32. **AGENCY DISCLOSURE** - ***The Landlord and Tenant acknowledge that The Summit Group has acted as an agent for the Landlord in this transaction and is to be paid a commission by Landlord. The Summit Group has not acted as an agent for the Tenant.***

33. **TIME OF ESSENCE** - Time is of the essence of this Lease.

34. **DEFINITIONS** - "Landlord" as used in this Lease shall include first party, his heirs, representatives, assigns and successors in title to the Premises. "Tenant" shall include second party, his heirs and representatives, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees, as to the Premises covered by such assignment or sublease. "Agent" shall include third party, his successors, assigns, heirs and representatives. "Landlord", "Tenant", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

35. **SPECIAL STIPULATIONS** - Special stipulations, if any, which by their reference and attachment to this Lease hereof shall become a part of the agreement, and should they conflict with any of the foregoing provisions, the special stipulations shall control.

- A. The monthly rent shall be as follows:
1. March 1, 2024 thru June 30, 2024 – Rent Free
 2. July 1, 2024 - June 30, 2026 - \$5,000.00
 3. July 1, 2026 – June 30, 2027 - \$6,000.00
 4. July 1, 2027 – June 30, 2029 - \$7,000.00

- B. Tenant agrees to pay Landlord a security deposit equal to one (1) month's rent, and first month's rent at lease signing. Total due is \$10,000.
- C. Landlord warrants that, at the inception of this lease, all HVAC, plumbing, and electrical systems are in proper working order.
- D. Tenant shall be responsible for the first \$500.00 repair per occurrence to the HVAC system and Landlord shall be responsible for any repair above \$500.00 per occurrence.
- E. Landlord grants Tenant, upon 30 days prior written notice, the option to extend this lease for one (1) additional 5-year period. Monthly rental during the renewal period shall be determined at that time, but not to exceed fair market value.
- F. Landlord grants Tenant the right to paint the interior walls of the space, except for the Historic wall located along the right side of the space as you enter. Tenant agrees nothing shall be added to this wall throughout the duration of the lease.
- G. Landlord grants Tenant the right to paint the exterior storefront. Storefront shall mean, all ground level storefront currently painted in white and red. Tenant agrees to not paint any of the exterior brick.
- H. Landlord and Tenant both acknowledge the Tenant will use and maintain the brewing room, but will not be using the brewing equipment.

This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, either verbal or written, between the parties, not embodied herein, shall be of any force or effect.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, the day and year above noted:

LANDLORD:
DocuSigned by:
INDEPENDENCE LOFTS, LLC

By: *Yash Patel*
24A03E3E7C07405
Printed Name: Yash Patel
Title: Manager
Date: 3/4/2024

TENANT:
DocuSigned by:
JALAPENOS CANTINA LLC

By: *Ramon Saucillo*
EE16A8B4B2F8490
Printed Name: Ramon Saucillo
Title: MANAGER
Date: 3/4/2024

THE SUMMIT GROUP

Adam Bailey
By: _____
Adam Bailey, Salesperson
Georgia Real Estate License # 365634
Firm # 018131

The above Agreement is hereby accepted, ____ o'clock ____ m EST on the ____ day of _____, 20____.

Agent Certification

The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct the licensed business according to all county ordinances and state laws and regulations in respect thereof, and understand that the Agent named herein may be held personally responsible for violations of County Alcohol Code committed by others at the Agent's direction, or with the Agent's knowledge.

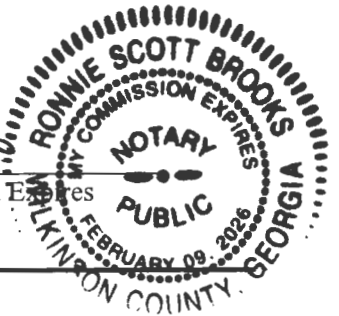
Agent's Signature: Ed Wright Date: 04/25/24
 Business Name: Jalapenos Cantina

I hereby certify that Edward Wright (Agent) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 25th day of April, 2024

Ronnie Scott Brooks
 Notary Public

2/9/2026
 My Commission Expires



Owner/Individual Certification

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Individual/Owner's Signature: Ed Wright Date: 04/25/24
 (If different from Agent)

Title: Owner

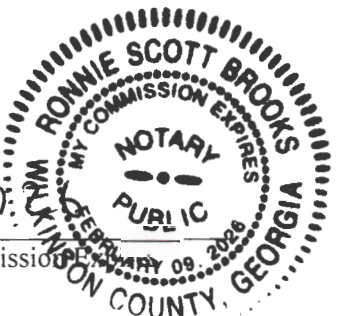
Business Name: Jalapenos Cantina

I hereby certify that Edward Wright (Applicant) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 25th day of April, 2024

Ronnie Scott Brooks
 Notary Public

2/9/2026
 My Commission Expires



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Jalapeno's Cantina

Business Address: 458 2nd Street, Macon, GA 31201

Instructions:

This form must be completed for each new license or renewal license application for locations selling beer or wine or both, but not distilled spirits, by the package to go.

If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be grounds for denial or revocation of any license issued to you.

Definitions:

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that a Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.
- ☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

- ☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under \$10 per item. These stores are commonly referred to by names such as “dollar stores,” “99 cent stores,” “five dollar stores,” “discount stores,” or “variety stores.” Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.
- ☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.
- ☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.
- ☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.
- ☒ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.


Applicant/Agent Signature

05/10/24
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

*This form must be completed for each new license application for locations selling alcohol **by the package to go or operating as a bar or nightclub**.*

Pursuant to Sec. 4-1 of the Macon-Bibb County Code of Ordinances,

1. Bar shall mean any business that derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises, in accordance with O.C.G.A. § 3-1-2;
2. Nightclub shall mean any business which:
 - Directly or indirectly charges patrons for admission;
 - Is licensed under this Chapter for the sale of alcoholic beverages for consumption on premises;
 - Provides entertainment using amplified sound, including, without limitation, the playing of pre-recorded music through amplified sound by a DJ or emcee or similar person; the playing of live analog, electronic, or digital musical instruments; the presentation of live human speech or dialogue through amplified sound; or any combination of the above;
 - Which does not provide a number of seats suitable for the viewing of such entertainment greater than or equal to the number of patrons present; and
 - Which does not earn at least fifty percent of its annual gross revenues from the sale of prepared meals or the letting of rooms for overnight stay.

If you are selling alcohol by the package to go or operating a bar or nightclub you must:

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470, select option "0" to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

If you are not operating as a bar or nightclub or selling alcohol by the package to go, simply check the box on this form for "Exempt" and sign at the bottom.

Pursuant to Sec. 4-40 of the Macon-Bibb County Code of Ordinances,

1. Any establishment selling alcoholic beverages by the package to go must install security cameras, which are, at a minimum, of sufficient quantity, quality, and positioning so as to capture the face and clothing of any person entering into the establishment through any public entrance; or making any purchase from the establishment.
2. Any establishment licensed to sell any alcoholic beverage for consumption on premises, which is operating as a bar or nightclub, is hereby required to install security cameras, which must, at a minimum, be of sufficient quantity, quality, and positioning so as to capture the face and clothing of persons entering into said establishment through any public entrance.

Security Camera Compliance Verification Form

Rev. March 2021

Page 1 of 2

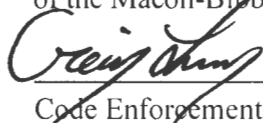
thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

3. A digital security camera system shall be deemed to be "of sufficient quality" of and only if each camera required under this Section meets the following criteria:
 - It is capable of producing an image with a 1080p High Definition (1920 x 1080 pixels) resolution or greater at a minimum frame rate of 15 frames per second;
 - It is maintained in a state of being free of dust or debris that would interfere with the quality of the image being produced; and
 - It is capable of operating in the actual interior or exterior lighting conditions that are present during all operations and times of operation for the establishment, and of producing a clear image of the face and clothing of the persons described in this Section in all such lighting conditions.
4. Such cameras meeting the requirements of this Section must be capable of producing a retrievable image on film, tape, or other suitable digital format that can be made a permanent record and that can be enlarged through projection or other means. Cameras meeting the requirements of this Section shall be maintained in proper working order at all times and shall be subject to periodic inspection by the Sheriff.
5. Establishments required under this Section to install security cameras shall maintain all video images captured thereby for a period of at least thirty days from the date of image capture.
6. The failure to have or maintain security cameras in good working condition, with sufficient backup storage as to permit the retrieval of images as required by this Section shall be a violation of this Section and shall be punishable in accordance with the general provisions of Section 1-6 of this Code, as well as by any adverse action against the alcohol licensure of such business, up to and including the revocation or denial of all existing alcohol licenses held by such licensee.

Business Name: Jalapenos Cantina

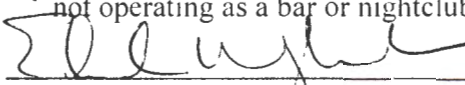
Business Address: 458 2nd Street, Macon, GA 31201

I hereby certify that on this date, I have inspected the security camera and image retrieval system located at the above business and found it to be in compliance with the requirements of Sec. 4-40 of the Macon-Bibb County Code of Ordinances, as stated hereon.


Code Enforcement Department Designee

6/24/24
Date

☒ **Exempt:** Check this box if you are not licensed, not applying for package to go license, or not operating as a bar or nightclub.


Applicant/Agent Signature

04/19/24
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.


Signature

Edward Lee Wright
Print Name

04/19/24
Date



Alcohol License Questionnaire

Name of Business: Jalapenos Cantina
 Owner's Name: Edward Wright
 Address: 458 2nd Street
Macon, GA 31201

1. Do you own or are you leasing your business location? Own Lease
2. If you purchased the building, what was the final sale price as reflected in public records? \$ _____
3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?
 Please circle one: Relation, see below No Relation
4. If you are leasing the building, will your landlord be involved in the day to day business operations? Yes No
5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? Yes No
6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? Yes No
7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? Yes No

Edward Wright
 Signature

Edward Wright
 Print Name

04/19/24
 Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

This form must be completed by any bar or nightclub operating with an alcohol license which allows or requires security personnel to carry firearms while working. The form shall be submitted upon applying or renewing any license to sell alcohol on the premises. This form is not required for businesses employing certified peace officers in good standing with the Georgia Peace Officer Standards and Training Counsel. Applicants applying for special events which employ armed security personnel are required to submit this form.

Pursuant to the licensing requirements of Sec. 4-550 of the Macon-Bibb County Code of Ordinances, attach the following documentation to this form prior to submission:

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.
2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.

NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.

3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: Salapenos Cantina

Business Address: 458 2nd Street Macon, GA 31201

☒ **Exempt:** Check this box if you certify that you will not hire any armed security personnel, or that you are not operating as a bar or nightclub.

Does your business derive 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises? ☐ YES ☒ NO

El-e-w-e
Applicant/Agent Signature

04/19/24
Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

*Please list every individual who may be working as armed security personnel at your bar or nightclub. Certified peace officers do not need to be listed and may be added in the future without updating this list. If you hire anybody in the future to work as armed security personnel at your bar or nightclub, this list **MUST** be updated to include that person before they are allowed to carry a firearm while working at your business. Use additional copies of this sheet if necessary.*

IF ANY PERSON NOT ON THIS LIST IS FOUND TO BE WORKING AS ARMED SECURITY PERSONNEL AT YOUR BAR OR NIGHTCLUB, THEN YOU MAY BE SUBJECT TO PENALTIES OF UP TO \$1000 PER VIOLATION AND UP TO 6 MONTHS IN JAIL, AS WELL AS THE LOSS OF ALL ALCOHOL LICENSES ISSUED TO YOU WITHIN MACON-BIBB COUNTY.

1.			
	Name	Date of Birth	GBPDSA Private Security License #
2.			
	Name	Date of Birth	GBPDSA Private Security License #
3.			
	Name	Date of Birth	GBPDSA Private Security License #
4.			
	Name	Date of Birth	GBPDSA Private Security License #
5.			
	Name	Date of Birth	GBPDSA Private Security License #
6.			
	Name	Date of Birth	GBPDSA Private Security License #
7.			
	Name	Date of Birth	GBPDSA Private Security License #
8.			
	Name	Date of Birth	GBPDSA Private Security License #
9.			
	Name	Date of Birth	GBPDSA Private Security License #

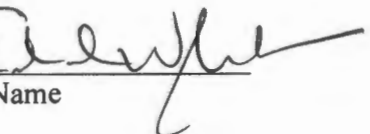
Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Edward Wright - Owner
2. Name of the subject of this Certificate, if different from the applicant: _____
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☐ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.
- _____
- _____
- _____

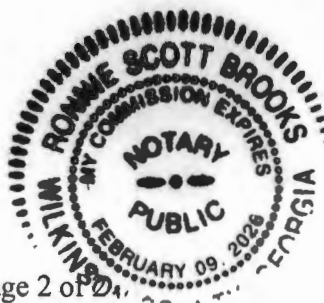
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Edward Wright 
Print and Sign Name

Sworn to and subscribed before me this
25th day of April, 2024.

Ronnie Scott Brooks
Notary Public

My Commission Expires:



Property Owner

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Ashok Patel
2. Name of the subject of this Certificate, if different from the applicant: _____
3. Benefit or privilege for which the applicant is applying (mark one):

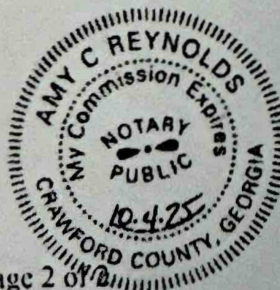
☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☐ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.
- _____
- _____
- _____

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Ashok Patel Patel
Print and Sign Name

Sworn to and subscribed before me this
8th day of July, 2024.
Amy Reynolds
 Notary Public
 My commission expires: Oct 4, 2025



Page 2 of 2

Rev. April 2022
 See O-22-0011



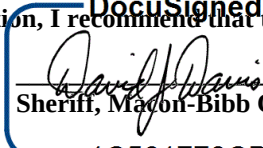
Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY ALCOHOL APPLICATION

Applicant Name: Edward Wright – Fingerprints Completed: 06.28.2024

Business Name: Jalapeno's Cantina of Macon LLC dba Jalapeno's Cantina

Business Address: 458 2nd Street, Macon, GA 31201

After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	8/3/2024 Date
Denied	1C561778CDEE414... Sheriff, Macon-Bibb County, Georgia	Date

After investigation, I recommend that the license requested herein be:		
Granted	_____ Mayor, Macon-Bibb County, Georgia	_____ Date
Denied	_____ Mayor, Macon-Bibb County, Georgia	_____ Date

After investigation, I recommend that the license requested herein be:		
Granted	 _____ Clerk of the Macon-Bibb County Commission, Georgia	_____ Date
Denied	 _____ Clerk of the Macon-Bibb County Commission, Georgia	_____ Date



Tax Commissioner's Office
188 Third Street
Macon, GA 31201

Review Form

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

The following required documents are included in the application:

- ☐ Signature form
- ☐ BSO Recommendation letter
- ☐ Proof of Planning and Zoning compliance
- ☐ Affidavit from the Macon-Bibb County Engineer's Department
- ☐ Affidavit from the Macon Telegraph Newspaper

Legal Review 8/15/2024 (Date) ^{DS}
SD (Initials)

Comments

After review, Legal recommends approval.

Initials

^{Initial}
SF

Stephanie Freeman, Administrative Office Specialist

Added to the 8/20/2024 Pre-Commission Agenda

Introductory Text

All current Alcohol Licenses expire December 31.

There is no grace period.

Alcohol License Renewal applications must be submitted annually on or before November 15th to receive your alcohol license by the January 1st deadline. Renewal applications will be accepted until 12/31. After this date a new Alcohol License Application will have to be submitted.

Accepted Methods of Payment: **Credit, Debit, and eCheck.**

Please proceed to the Application Questions for steps to renew or apply for initial licensure.

Application Questions

Are you submitting an Initial Application or a Renewal for an existing license?

Application Type : Initial Application

Are you submitting a Business Continuation application?

Business Continuation : No

Are you submitting an application for a non-profit business?

Non-Profit Business : No

Required Attachments

 Please note: You will be required to complete the Alcohol Beverage Supplemental Packet as a part of this application.

You will need to complete and upload the supplemental packet. This can be found [here](#)

You must complete and upload the Alcohol Beverage Supplemental Packet here.

Alcohol Beverage Supplemental Packet:

021420249_2 (1).pdf

23329731.pdf

24719092.pdf

Assignment- Tenmii- 2022 12 13.pdf

combinepdf (1).pdf

id vita.jpg

Scanned Measurement Form for 1625 Bass Rd., Tenya One, LLC. DBA Tenmii.pdf

Zoning Compliance -.pdf

Business Information



For Business Name and Corporation Name, do not include commas or periods.

This is an example of what you SHOULD do: "John Doe's Services Inc"



For Business Name and Corporation Name, do not include commas or periods.

This is an example of what you SHOULD NOT do: "John Does Services, Inc."

Business Name (DBA) : Tenmii

Corporation Name : Tenya One LLC

Business Address : 1625 Bass Rd Ste 330

City : Macon

State : GA

Zip : 31210

Mailing Address : 1625 BASS RD ste. 330

City : MACON

State : GA

Zip : 31210

Local Business Phone # : (478) 203-9488

Email : mytenmii@gmail.com

Owner Name : Kusmayadi Djunaidi

Owner Phone # : (718) 570-9609

Are you selling alcohol by the package to go? : No

Agent Information

Agent Information

Please provide the Alcohol Handler License Number for your Agent.

Alcohol Handler License Number : 22563775

Agent's First Name : Kusmayadi

Agent's Last Name : Djunaidi

Agent's Home Phone # : (718) 570-9609

Job Title : Manager

Agent's Home Address : 162 Rock Run Trl

City : Warner Robins

State : Georgia

Zip : 31093

Social Security Number : 

License Fees

License Fees (ADD All that Apply)

Add the applicable License Fees by clicking the **ADD** button below and selecting the appropriate options.

License Fees:

License Fee : Malt Consumed on Premise - \$800

License Fee : Wine Consumed on Premise - \$700

Armed Security Personel

Are you a bar/nightclub that derives 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises?

Yes/No : No

Certification and Attestation

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

By checking this box and entering your name below, you are agreeing to the terms and conditions and consenting to the use of your electronic signature in lieu of an original signature on paper. : ☒

As a part of this application, please read the relevant code sections and requirements that are listed [here](#). Please note accessing the code here will save the information you entered and redirect you to the beginning of the application. Simply, move through the application to digitally sign and date.

By checking this box I am affirming that I have read the relevant code sections and am familiar with the requirements of licensure. : ☒

Digital Signature

Your Name Here : Vita Tjhin

Date

Today's Date : 04/08/2024



Georgia Department of Revenue
Department of Revenue Alcohol License Application
DOR Alcohol License Application

Business Information

Business Name: TENYA ONE LLC
 DBA Name: TENMII
 Business Type: LLC

Address Information

Location Address: 1625 BASS RD STE 330 MACON GA 31210-6581

Alcohol License Information

License Type: Retail
 Start Date: 04-08-2024
 Beer: Yes
 Wine: Yes
 Liquor: No
 Airline or Railway Carrier: No
 Local Jurisdiction Type: City
 Local Jurisdiction: MACON
 Arrest History: No

Local License / Fees	Fee Amount
Malt Consumed on Premises	\$800.00
Wine Consumed on Premises	\$700.00
	<u>\$1,500.00</u>

Licensee Information

Licensee Type: Business
 Licensee Name: TJHIN, VITA

Additional Information

Primary NAICS: 722513

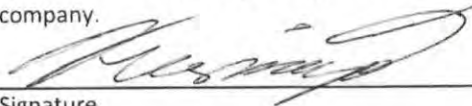
Officers	Officer or Responsible Party
DJUNAIDI, KUSMAYADI	Both
WIGUNA, THRESIA	Both
TJHIN, VITA	Responsible Party

Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the **Bibb County Sheriff's Office** to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

Full Name (print):		Kusmayadi Djunaide	
Home Address:		110 Park Ln, Warner Robins, GA 31093	
Sex	Race	Date of Birth	Social Security Number
M	Asian		

☒ This authorization is valid for 90/180/ 210 (circle one) days from date of signature.
☐ I, _____, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.



 Signature

04/09/2024

 Date

*****Include a copy of your valid State/Government issued identification*****

Date of Inquiry: _____ Time of Inquiry: _____ Operator's Initials: _____

Purpose Code used: (check one)

☐	Employment (E) – Provides Georgia Criminal History Record Information
☐	Employment with Mentally Disabled (M) – Provides Georgia Criminal History Record Information
☐	Employment with Elder Care (N) - Provides Georgia Criminal History Record Information
☐	Employment with Children (W) - Provides Georgia Criminal History Record Information
☐	Public Records (P) – Provides Georgia Felony Convictions Only

The inquiry resulted in the following: (check all that apply)

☐	No Georgia CHRI results available.
☐	Georgia CHRI attached/released

☐	No NCIC/GCIC Warrant results available.
☐	Possible NCIC/GCIC Warrant. Contact Agency listed below.
Wanting Agency Name:	
Agency Telephone:	

 Agency Designee Signature and Title

 Date

Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the **Bibb County Sheriff's Office** to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

Full Name (print): Vita Tjhin			
Home Address: 162 Rock Run Trl, Warner Robins, GA 31093			
Sex	Race	Date of Birth	Social Security Number
F	Asian		

☒ This authorization is valid for 90/180/ 210 (circle one) days from date of signature.
☐ I, _____, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.



Signature

04/09/2024

Date

*****Include a copy of your valid State/Government issued identification*****

Date of Inquiry: _____ Time of Inquiry: _____ Operator's Initials: _____

Purpose Code used: (check one)

☐	Employment (E) – Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Mentally Disabled (M) – Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Elder Care (N) - Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Children (W) - Provides <i>Georgia</i> Criminal History Record Information
☐	Public Records (P) – Provides <i>Georgia</i> Felony Convictions Only

The inquiry resulted in the following: (check all that apply)

☐	No Georgia CHRI results available.
☐	Georgia CHRI attached/released

☐	No NCIC/GCIC Warrant results available.
☐	Possible NCIC/GCIC Warrant. Contact Agency listed below.
Wanting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title

Date

MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
O.C.G.A. § 50-36-1 (c) (2) Affidavit

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) ☒ I am a United States citizen 18 years of age or older. Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.
- 2) ☐ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.

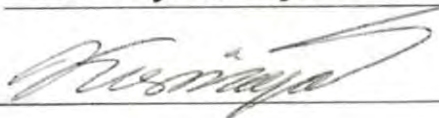
Please check only one option above and submit the required documents with your application. Please note that the failure to do so will result in a processing delay.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (c) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

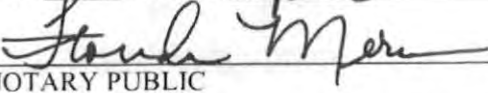
Business Name: Tenya One LLC dba Tenmii

Printed Name of Applicant: Kusmayadi Djunaide

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 14th DAY OF April, 2024


 NOTARY PUBLIC

September 26, 2025
 MY COMMISSION EXPIRES



MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
O.C.G.A. § 50-36-1 (e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) ☒ I am a United States citizen 18 years of age or older. Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.
- 2) ☐ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.

Please check only one option above and submit the required documents with your application.
 Please note that the failure to do so will result in a processing delay.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Business Name: Tenya One LLC
 Printed Name of Applicant: Vita Tjhin
 *Signature of Applicant: [Signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 20 DAY OF March, 2024.

[Signature]
 NOTARY PUBLIC

2-26-2028
 MY COMMISSION EXPIRES

Cameron K Bell
 NOTARY PUBLIC
 Houston County, GEORGIA
 My Commission Expires 02/26/2028

MEASUREMENT FORM

Retail Sales of Distilled Spirits for Consumption on the Premises Macon-Bibb County Code Chapter 4, Alcoholic Beverages

APPLICANT: KUSMAYADI DJUNAIDI
PROPOSED LICENSE: BEER AND WINE CONSUMED ON PREMISES
BUSINESS LOCATION: 1625 BASS RD. STE 330
BUSINESS NAME: TENYA ONE, LLC. DBA TENMII

To Be Completed by County Engineer

1. Nearest property line of the place of business to the nearest property line of a state or county owned and operated alcoholic treatment center, or housing authority property measured and found to be more than 300 ft (4-142)

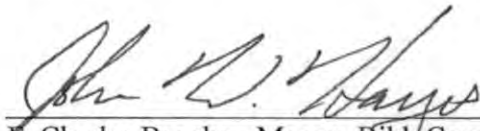
☒ Comply ☐ Does not comply

Licenses for a private club or for a bona fide restaurant, hotel or motel or other bona fide food service establishment is exempt.

2. We are unable to determine if this is a bona fide restaurant or bona fide food service establishment that qualifies for the exceptions or exemptions.

☐ Yes ☐ No ☒ Not Applicable

By:

 for
F. Charles Brooks - Macon-Bibb County Engineer

Date:

4/4/24

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office

CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

300' from nearest PL to property line of Alcohol Treatment Center or MHA project.

Ten Mii - Tenya One

#1625 Bass Road

43,500' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emory Hwy.

17,500' — MHA housing unit property line

Northside Senior Village

OK!

Paul J. Hoinowski

March 26, 2024



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
137564	515668	Print Legal Ad-IPL01576530 - IPL0157653		\$46.36	1	28 L

Attention: Kusmaydi Djunaidi

Kusmaydi Djunaidi
110 PARK LN
Ste 330
WARNER ROBINS, GA 31093
mytenmii@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR BEER,WINE/On Premises

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the February 8, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Tenmii Japanese Eatery, 1625 Bass Rd Ste. 330 Macon, GA 31210. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This February 1, 2024, Kusmayadi Djunaidi, Applicant
IPL0157653
Feb 1,8 2024

To Whom It May Concern:

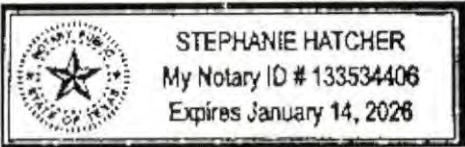
This is to certify the legal advertisement in the above stated case was published in The Telegraph legal section on:

2 insertion(s) published on:
02/01/24, 02/08/24

By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano
Sworn to and subscribed before me this 14th day of February in the year of 2024

Stephanie Hatcher
Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



MACON-BIBB COUNTY

Planning & Zoning

Macon-Bibb Planning & Zoning Commission
Terminal Station | 200 Cherry Street, Suite 301
Macon, Georgia 31201 | MBPZ.org

Zoning Compliance

PERMIT NO: ZC-2024-334	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 03/12/2024
ISSUED TO NAME:	Kusmayadi Djunaidi	
	Tenmii Japanese Eatery	
PROPERTY OWNER'S NAME:	ROF MACON LLC C/O CHASE PROPERTIES	
PROPOSED USE:	Alcohol Sales Consumed on Premises (CoP) Restaurant w/ alcohol COP	
ADDRESS OF PROPOSED USE:	1625 BASS RD Suite 330	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	K003-0472	ZONING DISTRICT: C-4

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application and ZC-2019-21552, approval is granted at staff level for the conditional use of Alcohol Consumed on Premises and the continued operation of the existing restaurant (Tenmii Japanese Eatery) at 1625 bass Rd Ste 330. No change of ownership has been authorized. All conditions of the original zoning compliance 2022-816 are applied to this zoning compliance. No outside storage or sales authorized. No signage authorized by this permit; signage shall require a separate zoning permit. Please review the information within the NOTICE below.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 03/12/2025

APPROVED BY: Thomas Neaves

NOTICE

This permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, this zoning permit must be displayed on the premises together with the business license. This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, the Macon-Bibb County Engineering Department, the Macon-Bibb County Fire Department, the Macon-Bibb County Traffic Engineering Department, the Macon Water Authority, the Office of Building and Fire Safety, and any other governmental agency whose regulations may be applicable. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb County Planning and Zoning Commission. Permits are specific to the property for which the permit is issued as well as the person to whom it is issued. Other than permits for single family homes or duplexes, any change in the person engaging in the use allowed by such permit shall require that the new person engaging in such use file a change of ownership form with the Commission, provided that change of ownership forms shall not be required for variances or certificates of appropriateness. The new holder of any permit shall be subject to all conditions attached to the original permit.

STATE OF GEORGIA
Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 3/9/2023 9:32:23 AM

BUSINESS INFORMATION

CONTROL NUMBER	22166951
BUSINESS NAME	Tenya One LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	03/09/2023
ANNUAL REGISTRATION PERIOD	2023, 2024, 2025

PRINCIPAL OFFICE ADDRESS

ADDRESS	110 Park Ln, Warner Robins, GA, 31093, USA
----------------	--

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Kusmayadi Djunaide	110 Park Ln, Warner Robins, GA, 31093, USA	Houston

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Kusmayadi Djunaide
AUTHORIZER TITLE	Member

Ownership Disclosure Form

A separate copy of this form must be completed for each individual who has a disclosable interest in the business.

Business:

Trade Name: Terumi Japanese Eatery Name of Corporation: Tenya One LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: Kusmayadi Dinnadi (owner) Telephone Number: (770) 570-9609

Date of Birth: [REDACTED] Social Security Number: [REDACTED]

Residential Street Address: 110 Park Ln, Warner Robins, GA 31093

Mailing Address: 1625 Bass Rd Ste. 330, Macon, GA 31210

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ____% of all outstanding general partnership interests.
- ☒ Limited Liability Company (LLC)
 - ☐ Managing Member, Total number of Managing Members: 1
 - ☐ Member holdings 100% of all outstanding membership interests
- ☐ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes ___ No ___
 - ☐ Shareholder holding ____% of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____

Introductory Text

All current Alcohol Handler Licenses expire December 31st.

There is no grace period.

Alcohol License Handler Renewal applications must be submitted annually on or before November 15th to receive your license by the January 1st. Renewal applications will be accepted until 12/31. After this date a new Alcohol Handler License Application will have to be submitted.

Alcohol License Process:

The following is required to renew your insert handler:

- A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- Current Color (passport size) photographs of applicant.
- Payment of the \$25 fee for application or renewal of the Alcohol Handler license.

Accepted Methods of Payment: **Credit** and **Debit**.

Applicant Information

Information about your application:

Are you submitting an Initial Application or a Renewal for an existing license?

Application Type : Initial Application

Demographic Information:

First Name : Kusmayadi

Last Name : Djunaidi

Home Address : 110 Park Ln

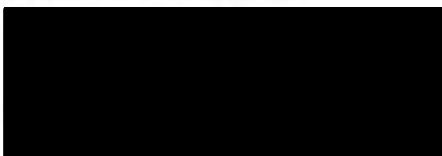
City : Warner Robins

State : GA

Zip : 31093

Home Phone # : (718) 570-9609

Email : gakkd@yahoo.com



Mailing Address : 110 Park Ln

City : Warner Robins

State : GA

Zip : 31093

U.S. Citizenship

Are you a United States citizen?

UScitizen : Yes

Upload a copy of the Secure and Verifiable document here.

SecureAndVerifiableUpload:

Han ID.pdf

Upload a copy of the S.A.V.E. Affidavit here.

saveAffidavit:

Han SAVE.pdf

Required Attachments

-  This application requires you to fill out the Alcohol Handler Supplemental Packet and also submit two current color passport size photographs of the applicant.

The Alcohol Handler Supplemental Packet can be found [here](#).

Upload certificate showing completion of an alcohol handler's training course, approved by Macon-Bibb County, within the last three years. A separate fee may apply. See below for a list of approved courses.

supplementPacket:

Alcohol Handler.pdf

-  Please Note: The passport photos uploaded must be in color.

Upload a current color passport size photo of applicant here.

photoUpload:

20240412_095935.jpg

Certification and Attestation

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

By checking this box and entering your name below, you are agreeing to the terms and conditions and consenting to the use of your electronic signature in lieu of an original signature on paper. : ☒

As a part of this application, please read the relevant code sections and requirements that are listed [here](#). Please note accessing the code here will save the information you entered and redirect you to the beginning of the application. Simply, move through the application to digitally sign and date.

By checking this box I am affirming that I have read the relevant code sections and am familiar with the requirements of licensure. : ☒

Digital Signature

Enter Name Here : Kusmayadi Djunaide

Date

Enter Today's Date : 04/13/2024

Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

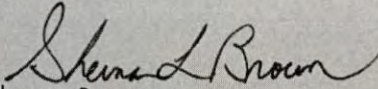
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions

ServSafe
National Restaurant Association

ServSafe Alcohol® CERTIFICATE

ID # 9047074
CARD # 25068393



KUSMAYADI DJUNAIDI

NAME

1/22/2024

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

NOTE: You can access your score and certification information anytime at ServSafe.com.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703

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Sherman Brown
Executive Vice President, National Restaurant Association Solutions

This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

In Alaska you must laminate your card for it to be valid.

NATIONAL
RESTAURANT
ASSOCIATION

2000 Independence Drive
Suite 200
Silverdale, WA 98283
736.300.5500
www.servsafe.com

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Kusmayadi Djunaidi



AH001320

ALCOHOL HANDLER

EXP: 12/31/2024

Introductory Text

All current Alcohol Handler Licenses expire December 31st.

There is no grace period.

Alcohol License Handler Renewal applications must be submitted annually on or before November 15th to receive your license by the January 1st. Renewal applications will be accepted until 12/31. After this date a new Alcohol Handler License Application will have to be submitted.

Alcohol License Process:

The following is required to renew your insert handler:

- A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- Current Color (passport size) photographs of applicant.
- Payment of the \$25 fee for application or renewal of the Alcohol Handler license.

Accepted Methods of Payment: **Credit** and **Debit**.

Applicant Information

Information about your application:

Are you submitting an Initial Application or a Renewal for an existing license?

Application Type : Initial Application

Demographic Information:

First Name : Vita

Last Name : Tjhin

Home Address : 162 Rock Run Trl

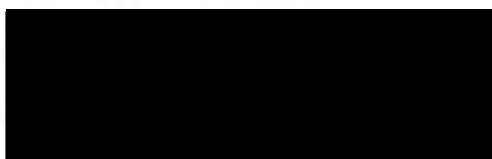
City : Warner Robins

State : Georgia

Zip : 31093

Home Phone # : (718) 570-9609

Email : mytenmii@gmail.com



Mailing Address : 162 Rock Run Trl

City : Warner Robins

State : Georgia

Zip : 31093

U.S. Citizenship

Are you a United States citizen?

UScitizen : Yes

Upload a copy of the Secure and Verifiable document here.

SecureAndVerifiableUpload:

id vita.jpg

Upload a copy of the S.A.V.E. Affidavit here.

saveAffidavit:

S.A.V.E.pdf

Required Attachments

 This application requires you to fill out the Alcohol Handler Supplemental Packet and also submit two current color passport size photographs of the applicant.

The Alcohol Handler Supplemental Packet can be found [here](#).

Upload certificate showing completion of an alcohol handler's training course, approved by Macon-Bibb County, within the last three years. A separate fee may apply. See below for a list of approved courses.

supplementPacket:

Alcohol Handler Vie.pdf

 Please Note: The passport photos uploaded must be in color.

Upload a current color passport size photo of applicant here.

photoUpload:

20240412_100512.jpg

Certification and Attestation

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

By checking this box and entering your name below, you are agreeing to the terms and conditions and consenting to the use of your electronic signature in lieu of an original signature on paper. : ☒

As a part of this application, please read the relevant code sections and requirements that are listed [here](#). Please note accessing the code here will save the information you entered and redirect you to the beginning of the application. Simply, move through the application to digitally sign and date.

By checking this box I am affirming that I have read the relevant code sections and am familiar with the requirements of licensure. : ☒

Digital Signature

Enter Name Here : Vita Tjhin

Date

Enter Today's Date : 04/16/2024



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Vita Last Name: Tjhin
Home Address: 162 Rock Run Trl City: Warner Robins State: GA Zip: 31093
Home Phone #: (718) 570 9564 Email: Vita.tjhin@YAHOO.COM
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 162 Rock Run Trl City: Warner Robins State: GA Zip: 31093

- ☐ A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- ☐ An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- ☐ Current color photograph of applicant
- ☐ \$25 money order, cashier check, check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Applicant's Signature

Date

I hereby certify that Vita Tjhin signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 20 day of March, 20 24

Cameron K Bell

NOTARY PUBLIC

2-26-2028

MY COMMISSION EXPIRES

Cameron K Bell
NOTARY PUBLIC
Houston County, GEORGIA
My Commission Expires 02/26/2028

Rev. 7/2021

Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied and are knowledgeable about, how to serve alcohol responsibly.

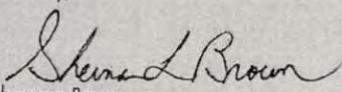
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions



ServSafe
National Restaurant Association

ID # 22563775
CARD # 25068406

ServSafe Alcohol® CERTIFICATE



VITA T.J.HIN

NAME

1/22/2024

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

Sherman Brown

Sherman Brown
Executive Vice President, National Restaurant Association Solutions

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NOTE: You can access your score and certification information anytime at ServSafe.com.

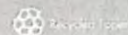
If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703.

In Alaska you must laminate your card for it to be valid.

NATIONAL
RESTAURANT
ASSOCIATION

223 South Wacker Drive
Suite 3600
Chicago, IL 60606-6380
1.800.SERVSAFE
312.715.1010 or the Chicago area
ServSafe.com

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Vita Tjhin



AH001321

ALCOHOL HANDLER

EXP: 12/31/2024

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made and entered into this 7 day of January, 2020 (the "Effective Date"), by and between the Parties named in Section 1.0 which Parties in consideration of their mutual covenants herein set forth do hereby agree as herein specified. Although this Lease shall become effective upon the Effective Date, the Term of this Lease shall begin on the Commencement Date as defined in Section 2.3 herein.

SECTION 1.0 PARTIES. The "Parties" under this Lease are:

1.1 Landlord:

NORTH MACON PLAZA, LLC

herein called "**Landlord**"
whose address is:

c/o The Sembler Company
5858 Central Avenue
St. Petersburg, Florida 33707
Attn: Gregory S. Sembler, Chairman

1.2 Tenant:

THE BIG GYRO INC.

herein called "**Tenant**",
whose address is:

108 Vanguard Court
Centerville, GA 31028-8615

SECTION 2.0 BASIC LEASE PROVISIONS.

2.1 **SHOPPING CENTER.** North Macon Plaza (the "**Shopping Center**") in the City of Macon, County of Bibb, and State of Georgia, as depicted on Exhibit A attached hereto.

2.2 **PREMISES.** (Section 3) That portion of the Shopping Center crosshatched on Exhibit A, attached hereto and made a part hereof, with the following approximate area:

Space Number: 330; Approximate Premises Area: 1,600 Square Feet

Note: The scale of the drawing, all figures and all tenant names on Exhibit A are tentative and subject to changes as may be directed by Landlord and/or governmental authorities without notice.

2.3 **LEASE TERM, COMMENCEMENT DATE & POSSESSION DATE.** (Sections 4 & 5). The initial term of this Lease (the "**Initial Term**") is ten (10) years, which Initial Term starts on the Commencement Date defined as follows:

A. EXISTING PREMISES. The "**Commencement Date**" shall be the earlier of (i) one hundred fifty (150) days after Landlord grants the Tenant entry to the Premises (that date hereinafter referred to as the "**Possession Date**"), or (ii) the date Tenant opens for business.

B. RENEWAL OPTIONS. Tenant shall have two (2) renewals option for a period of five (5) years each, which such renewal options may be exercised in accordance with the provisions contained in Section 37 hereof (the Initial Term and any exercised renewal options shall collectively be referred to herein as the "**Term**").

2.4 **MINIMUM ANNUAL RENT.** (Section 6)

A. MINIMUM ANNUAL RENT. Minimum Annual Rent for the Term shall be as shown below. Minimum Annual Rent (and all other Rent, as defined below) will be paid to Landlord, without notice or demand and without deduction or offset, as an independent covenant of all other covenants of this Lease.

Initial Term:

<u>Year</u>	<u>Annually</u>	<u>Monthly</u>	<u>Per Sq. Ft.</u>
1	\$46,400.00	\$3,866.67	\$29.00
2	\$47,328.00	\$3,944.00	\$29.58
3	\$48,272.00	\$4,022.67	\$30.17
4	\$49,248.00	\$4,104.00	\$30.78
5	\$50,224.00	\$4,185.33	\$31.39
6	\$51,232.00	\$4,269.33	\$32.02
7	\$52,256.00	\$4,354.67	\$32.66
8	\$53,296.00	\$4,441.33	\$33.31
9	\$54,368.00	\$4,530.67	\$33.98
10	\$55,456.00	\$4,621.33	\$34.66

Notwithstanding anything contained in this Lease to the contrary, provided Tenant is not in default under any of the terms of this Lease, during the initial Term hereof only, the first two (2) monthly installments of the Minimum Annual Rent shall be conditionally excused (such excused rent being the "**Conditionally**

Excused Rent"), however, all additional rent, as outlined in Sections 2.8 and 2.9 hereof, shall be due and payable upon the Commencement Date. In the event Tenant subsequently defaults in any of its obligations under the Lease and (if applicable) fails to timely cure such default, the Conditionally Excused Rent shall immediately become due and payable to Landlord.

Renewal Option One (1):

<u>Year</u>	<u>Annually</u>	<u>Monthly</u>	<u>Per Sq. Ft.</u>
11	\$56,560.00	\$4,713.33	\$35.35
12	\$57,696.00	\$4,808.00	\$36.06
13	\$58,848.00	\$4,904.00	\$36.78
14	\$60,016.00	\$5,001.33	\$37.51
15	\$61,216.00	\$5,101.33	\$38.26

Renewal Option Two (2):

<u>Year</u>	<u>Annually</u>	<u>Monthly</u>	<u>Per Sq. Ft.</u>
16	\$62,448.00	\$5,204.00	\$39.03
17	\$63,696.00	\$5,308.00	\$39.81
18	\$64,976.00	\$5,414.67	\$40.61
19	\$66,272.00	\$5,522.67	\$41.42
20	\$67,584.00	\$5,632.00	\$42.24

B. RENT DEFINED. All additional rental amounts ("**Additional Rent**"), as outlined in Sections 2.8 and 2.9 hereof, shall be due and payable commencing upon the Commencement Date. Minimum Annual Rent, Percentage Rent (if applicable), Common Area Charges, Real Estate Tax Expense, Additional Rent, and other charges due from Tenant under this Lease are sometimes referred to herein individually and/or collectively, as applicable, as "**Rent**".

Upon receipt of a letter from Landlord outlining the Commencement Date, the Rent payable during the Term, the final square footage of the Premises and other related information (the "**Rent Commencement Letter**"), Tenant agrees to do one of the following, each within ten (10) days of receipt of the Rent Commencement Letter:

(1) in the event the Tenant agrees with the information contained in the Rent Commencement Letter, the Tenant shall acknowledge and execute the Rent Commencement Letter in the space provided and return same to the Landlord; or

(2) in the event the Tenant disagrees with any of the information contained in the Rent Commencement Letter, the Tenant shall provide its reasons for disagreement in writing to the Landlord.

Failure of the Tenant to proceed under either (1) or (2) above within ten (10) days of receipt of the Rent Commencement Letter shall be deemed an acceptance of the information contained in the Rent Commencement Letter, and Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver the Rent Commencement Letter in the name of the Tenant.

C. TRIPLE NET LEASE. Subject to the obligations of the Landlord under this Lease, the Tenant acknowledges that it is intended and agreed that this Lease is and shall be a triple net lease and that the Minimum Annual Rent payable hereunder shall be completely net to the Landlord. The Landlord shall not be responsible during the Term for any costs, charges, expenses, taxes or outlays of any nature relating to the Premises and the Shopping Center or the contents thereof, except as expressly provided for herein, and the Tenant accordingly agrees that it shall pay all such costs, charges, expenses, taxes and outlays of any nature relating to the Premises and the Shopping Center in accordance with its obligations hereunder.

2.5 PERCENTAGE RENT. None.

2.6 TENANT'S BUSINESS OPERATION. (Section 8) The Premises shall be used only for a fast casual mediterranean restaurant specializing in pitas, serving a menu substantially similar to that attached as Exhibit G, and for no other use. Notwithstanding anything contained herein to the contrary, Tenant shall not violate the restrictions and exclusive use clauses as outlined in Exhibit D hereof.

A. Said business shall only be conducted under the name of **PITA MEDITERRANEAN STREET FOOD**

2.7 SECURITY DEPOSIT. (Section 12) \$4,430.67.

2.8 INITIAL ESTIMATE OF TENANT'S PROPORTIONATE SHARE OF COMMON AREA CHARGES.

(Section 13) The initial estimate of Tenant's Proportionate Share of Common Area Charges (excluding Insurance and dumpster charges) is \$3,600.00 per 2019 calendar year, payable in advance monthly installments of \$300.00 each (based upon \$2.25 per square foot of Premises Area).

The initial estimate of Tenant's Proportionate Share of Insurance is \$560.00 per 2019 calendar year, payable in advance monthly installments of \$46.67 each (based upon \$0.35 per square foot of Premises Area).

2.9 INITIAL ESTIMATE OF TENANT'S PROPORTIONATE SHARE OF REAL ESTATE TAX EXPENSE.

(Section 15) The initial estimate of Tenant's Proportionate Share of Real Estate Tax Expense is \$2,400.00 per 2019 calendar year, payable in advance monthly installments of \$200.00 each (based upon \$1.50 per square foot of Premises Area).

2.10 STATE RENT/SALES/USE TAXES. Tenant shall pay any tax assessed by the State of Georgia that is applicable to rentals or charges specified in this Lease. Said tax payment shall be paid to Landlord with and when the applicable rental or charge is due. Said tax shall be at the legally prevailing rate.

2.11 GUARANTOR. As a material inducement for Landlord to enter into this Lease, Landlord requires Richa and Ankit Patel (individually and collectively, the "Guarantor") to execute the Guaranty of Lease set forth on Exhibit F attached hereto and made a part hereof. This Lease shall be voidable by Landlord unless the Guarantor executes and delivers to Landlord such Guaranty of Lease.

2.12 PROPORTIONATE SHARE. Wherever Tenant's "Proportionate Share" is referred to, it means the proportion that the Premises Area specified in Section 2.2 shall bear to the Shopping Center's gross leasable area, as shall exist from time to time, but only to the extent fully developed and constructed, minus the square foot area of (i) those premises in excess of 7,500 square feet of gross leasable area, which stores are herein called "Major Occupants", (ii) those premises occupied by tenants and/or other occupants paying Common Area Charges on a fixed basis (hereinafter referred to as "Fixed CAM Tenants"), and (iii) those premises located on parcels which are not fully maintained by the Landlord ("Self-Maintaining Tenants"), as the amounts paid by such tenants and/or occupants to the Landlord for Common Area Charges are deducted from Common Area Charges otherwise payable as set out in Section 13.1. For purposes of calculating Tenant's Proportionate Share, the Premises Area and gross leasable area includes, without limitation, the number of square feet of space contained on each floor within each permanently enclosed structure located in the developed and fully constructed portion of the Shopping Center (other than stores of Major Occupants, Fixed CAM Tenants and Self-Maintaining Tenants), as shall exist from time to time, but shall not include any Common Area or common utility corridors.

2.13 FRACTIONAL MONTHS/YEARS. Rents, billings and other charges under this Lease shall be, when appropriate, prorated for the fractional year or month, as the case may be, in which the Term commences and ends.

2.14 LEASE YEAR DEFINED. For purposes of this Lease, the first "Lease Year" shall begin on the Commencement Date and end on the last day of the twelfth (12th) full calendar month thereafter, and each succeeding twelve (12) month period shall constitute a Lease Year.

SECTION 3.0 PREMISES.

3.1 GRANTING LANGUAGE AND MEASUREMENT OF PREMISES. Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the Premises specified in Section 2.2. The Premises extend to the exterior faces of all walls, or to the center line of those walls separating the Premises from other premises in the Shopping Center. There shall be no remeasurement.

3.2 LANDLORD'S RESERVATION OF USE. Landlord reserves the use of the walls and roof and the space immediately under the roof and floor, including the right therein to install, maintain, use, repair and replace the exterior façade, roof, pipes, ducts, conduits and wires in locations which will not materially interfere with Tenant's use thereof. No rights, licenses or easements for Tenant are created hereunder, except as expressly demised hereunder, and no easement for light or air is leased with or included in the Premises. Further, Landlord reserves the right to access and use any false windows that are located on the exterior of the Premises (collectively, the "Windows") for the purpose of displaying any advertising materials, signage or other items Landlord deems desirable or necessary. Tenant acknowledges and agrees that such Windows may be accessed by Landlord or Landlord's representative through the interior of the Premises at any reasonable time, provided that Landlord agrees to use commercially reasonable efforts not to unreasonably interfere with Tenant's use of the Premises. Tenant acknowledges and agrees that on and/or after the Effective Date hereof Landlord may, but shall not be obligated to, place "Coming Soon" signs and other documentation in, on or about the Premises or the Shopping Center which such signs and/or documentation may contain Tenant information relative to Tenant's occupancy and/or business in the Premises and/or the Shopping Center. In the event that Landlord elects to place such "Coming Soon" signage and/or documentation in, on or about the Premises or the Shopping Center Tenant hereby agrees not to remove such signage and/or documentation from the Premises until the Commencement Date.

3.3 GRANTING OF RIGHT TO COMMON AREA. Landlord grants to Tenant, its invitees and customers, the non-exclusive right, as tenant, to use the Common Areas of the Shopping Center.

3.4 RELOCATION OF TENANT PRIOR TO POSSESSION DATE. Deleted.

3.5 RELOCATION OF TENANT. Deleted.

3.6 LANDLORD'S MODIFICATION OF SITE PLAN. Landlord shall have the right to make such changes, modifications, and revisions to the Shopping Center (including the site plan) as the Landlord in its sole discretion may deem appropriate including, but not limited to, any one or more of the following with respect to buildings, or the Common Areas then existing in the Shopping Center, or buildings or the Common Areas to be constructed in the Shopping Center: (i) construct alterations therein; (ii) construct additions thereto; (iii) construct additional stories thereon; (iv) construct additional buildings, free-standing or connected to the then-existing buildings; or (v) rearrange, relocate, build upon or eliminate any Common Areas, provided that in no event shall there be provided less than the minimum parking facilities as required by local authorities.

3.7 RESTRICTIONS. The Shopping Center is subject to a Declaration Regarding Outparcels dated July 5, 2007 and recorded on July 5, 2007 in Deed Book 7556, Page 83-127 of the Real Estate Records of the Bibb County, Georgia Superior Court Clerk's office, as amended by a First Amendment to Declaration Regarding Outparcels dated August 30, 2018 and recorded on September 6, 2018 in Deed Book 10204, Page 95-135 of the Real Estate Records of the Bibb County, Georgia Superior Court Clerk's office (as amended, supplemented, assigned and restated from time to time, the "**Declaration**"). The Declaration and Exhibit D are collectively referred to in this Lease as the "**Restrictions**". At all times during the Term of this Lease, the Tenant shall comply with and shall not violate the terms, provisions and requirements of the Restrictions, including but not limited to the "exclusive uses" and "use restrictions" set forth in said documents and in Exhibit D attached hereto and incorporated herein. The rights of the Tenant hereunder are expressly subject and subordinate to the terms of the Restrictions, whether recorded before or after the date of this Lease. In the event of any conflict between any other provision of this Lease and this provision, this provision shall prevail.

SECTION 4.0 POSSESSION & IMPROVEMENT OF PREMISES.

4.1 POSSESSION OF THE PREMISES. Tenant shall be entitled to possession of the Premises on the Possession Date specified in Section 2.3.

4.2 LANDLORD'S WORK IN NEW PREMISES. None.

4.3 TENANT ACCEPTANCE OF EXISTING PREMISES. Tenant acknowledges and agrees that it has examined the Premises and knows the present condition thereof and accepts the Premises in its as is condition and that no representations as to the condition or repair of said Premises were made by Landlord or anyone on Landlord's behalf at any time prior to the execution of this Lease.

4.4 TENANT IMPROVEMENTS. Tenant shall, prior to the Commencement Date, at Tenant's sole cost, and expense, improve, fixture, equip, stock and decorate the Premises ("**Tenant's Work**") to the end that the Premises and Tenant's business therein will be a first-class facility in Tenant's business category. Notwithstanding the foregoing, Tenant shall be obligated to submit its construction plans to Landlord pursuant to the time frame and guidelines set forth in Section 29.1 and in Exhibit B attached hereto. Tenant acknowledges and agrees that Tenant shall not perform any construction staging or place any materials related to Tenant's Work in any of the Common Areas of the Shopping Center. With respect to Tenant's initial construction of the Premises and any of Tenant's Work, Tenant shall keep the Common Areas clean and free of any and all trash and/or construction debris resulting from Tenant's Work. Further, Tenant acknowledges and agrees that Tenant (i) shall remain solely responsible for removing from the Shopping Center any and all trash and/or construction debris generated by Tenant's Work on a daily basis, and (ii) shall not provide or utilize any dumpster or other trash receptacle located in any of the Common Areas for disposal of any items related to Tenant's Work. If Tenant fails to comply with the terms of the immediately preceding sentence, then, in addition to any and all other equitable and legal remedies which Landlord may have, Tenant agrees to pay to Landlord, as Additional Rent, a sum equal to One Hundred and No/100 Dollars (\$100.00) per day for each day it fails to comply with such requirements. This amount shall be payable to Landlord within ten (10) days after written demand. In the event that Tenant or Tenant's contractors, employees, or agents cause either directly or indirectly any damage (such damage may be, by way of example and not limitation, damage to asphalt, curbs, gutters, roofs, or parapet) to the Common Areas and/or any other tenant building or premises, Tenant shall pay, within ten (10) days of receipt of written notice from Landlord, all sums required by Landlord to correct and repair such damage. If Tenant fails to pay any such sums within said ten (10) day period, Tenant shall be in default pursuant to Section 19.0 herein. Within ten (10) days after completion of Tenant's Work, Tenant shall obtain an affidavit and final and unconditional lien waiver in a form prescribed by Landlord (the "**Affidavit and Waiver**") from each and every contractor and/or subcontractor who has performed any of Tenant's Work in and around the Premises.

SECTION 5.0 TERM, LEASE YEARS & RELATED MATTERS.

5.1 LEASE TERM. The Term of this Lease starts on the Commencement Date, and continues for the number of Lease Years specified in Section 2.3. The Term shall end upon the passing of said number of Lease Years after the Commencement Date, subject to extension upon Tenant's exercise of its renewal option(s) described in Section 2.3(B).

5.2 TENANT OPENING REQUIREMENTS AND REMEDIES. Tenant agrees to complete all of Tenant's Work in the Premises and to open for business on or before the Commencement Date. In the event that Tenant fails to take possession of the Premises and open for business fully fixtured, stocked and staffed within four (4) months following the Commencement Date and/or continuously operate its business in accordance with the Lease (except for force majeure and bona fide periods of remodeling not to exceed thirty [30] days) during the Term, then Landlord shall have, in addition to any and all remedies herein provided, the right at its option to (i) collect not only the Minimum Annual Rent and other charges provided in this Lease, but Additional Rent at the rate of one three

hundred-sixtieth (1/360) of the Minimum Annual Rent hereinafter provided per day for each and every day that Tenant is not open as required herein, and (ii) terminate Tenant's right of possession of the Premises but not necessarily the Lease upon thirty (30) days notice to the Tenant and recapture the Premises.

5.3 CERTIFICATE OF OCCUPANCY REQUIREMENT. Tenant agrees to provide Landlord with a copy of Tenant's final certificate of occupancy or its equivalent within thirty (30) days from the date Tenant receives same.

SECTION 6.0 MINIMUM ANNUAL RENT.

Tenant agrees to pay to Landlord on or before the first day of each calendar month, in advance, during the Term of this Lease, the monthly installment of Minimum Annual Rent, as specified in Section 2.4 hereof, starting on the Commencement Date and continuing on the first day of each calendar month thereafter during the Term. If applicable, Tenant shall also pay with each payment of Minimum Rent and other payments hereunder all sales tax or similar excise taxes imposed upon or with respect to the Minimum Rent and all other payments payable hereunder, even though the taxing statute or ordinance may purport to impose same against Landlord, and Landlord shall timely remit all such sales taxes or similar excise taxes to the appropriate taxing authority. If the Commencement Date shall fall upon a day other than the first day of a calendar month, Tenant's first payment of Minimum Annual Rent shall consist of Minimum Annual Rent for the fractional portion of the month between the Commencement Date and the first day of the first full calendar month in the Term, on a per diem basis (calculated on a thirty [30] day month), plus Minimum Annual Rent for the following calendar month.

SECTION 7.0 PERCENTAGE RENT.

7.1 PERCENTAGE RENT PAYMENT. None.

7.2 REPORTING OF GROSS SALES. Within ten (10) days following the end of each calendar year, Tenant shall forward to Landlord a statement in reasonable form showing (i) the amount of Gross Sales in the Premises for the preceding calendar year.

7.3 DEFINITION OF GROSS SALES. "Gross Sales" shall mean the amount of sales of all merchandise or services sold or rendered at the Premises by Tenant or any sub-tenant, licensee, etc. Tenant may deduct from Gross Sales: any refunds to customers, provided they have been included in Gross Sales; and the amount of any sales tax levied upon retail sales and payable over to the appropriate governmental authority.

7.4 INSPECTION OF GROSS SALES RECORDS. Tenant agrees to keep at its principal office, records in accordance with generally accepted accounting practices and principles, in which said Gross Sales shall be recorded. Such records shall be open to Landlord's inspection and audit at all reasonable business hours during the Term.

SECTION 8.0 TENANT'S USE, BUSINESS NAME & OPERATION STANDARD.

8.1 TENANT USE. Tenant agrees to use the Premises solely for the operation of the business specified in Section 2.6 under the name specified therein. Tenant shall not sell merchandise or provide services that are not normally and customarily sold or provided by stores in Tenant's type of business.

8.2 TENANT USE STANDARDS. Tenant further agrees to conduct its business in the Premises in accordance with applicable laws, the Restrictions, and the exclusives and restricted uses set forth in Exhibit D hereto, subject to all matters of record and pursuant to the following standards:

A. To keep the Premises adequately illuminated and continuously open for business from at least 11:00 a.m. to 9:00 p.m. Monday through Saturday, and 11:00 a.m. to 7:00 p.m. Sunday, until such time as Landlord requires hours different than stated. Tenant will not be open before 9:00 a.m. nor remain open after 10:00 p.m. without Landlord's prior written consent. Tenant further agrees to keep its exterior parapet and under-canopy signs adequately illuminated from dusk until one (1) hour after closing. Tenant also agrees to keep the Premises air-conditioned or heated as necessary.

B. To operate its business pursuant to the highest reasonable standards of its business category, maintaining at all times a substantial stock of appropriate merchandise on display, with sufficient personnel to service its trade.

C. Not to display any merchandise, solicit business or distribute advertising material in the Common Areas, nor in any manner use any part of the Common Areas for purposes other than for their intended common use and not to obstruct any part thereof.

D. Not to display any temporary or permanent signs, banners, pennants, search lights, window signs, balloons, neon, or similar temporary advertising media, or any going out of business, liquidation or similar signs or banners, on the exterior of the Premises, or the interior of the plate glass window, or affix or install any type of sunscreen, tinting film, solar screen or similar product to any window or door glass of the Premises.

E. Not to commit waste in the Premises or Common Areas, and to keep the Premises and immediately adjacent areas including, without limitation, adjacent sidewalks, in a safe, neat, clean and orderly condition and to maintain and repair any lighting or signs under any canopy immediately in front of the Premises.

F. Not to use the Premises or permit the same to be used in any manner: in violation of any law, regulation, ordinance or the like; that would constitute a nuisance; for lodging purposes; that may injure the reputation of the Shopping Center or annoy, inconvenience or damage its patrons or other tenants or occupants; that would constitute an extra-hazardous use or violate any insurance policy of Tenant, Landlord or any other tenant or occupant in the Shopping Center or increase the cost thereof above its normal cost.

G. To keep all garbage and refuse inside the Premises in the kind of containers specified by Landlord, and to place the same outside of the Premises prepared for collection in the manner and at the times and places specified by Landlord. In the event Landlord shall designate a waste collection service, Tenant shall pay (separately and in addition to Common Area Charges) its proportionate share of the cost of said service to Landlord or to whatever service company Landlord may designate, based on the ratio that the square footage of the Premises bears to the square footage of all premises using the service, and Landlord agrees that said collection charges shall be competitive. Tenant agrees not to burn or permit any burning of said garbage and refuse on the Premises or any part of the Shopping Center.

H. To cause all trucks serving the Premises to load and unload at hours other than the regular shopping hours of the Shopping Center and to ensure that large truck service, including semi-tractor trailer deliveries and garbage collection, does not occur between the hours of 10:00 p.m. and 7:00 a.m. Trucks shall not be permitted to load or unload through the front entrance of the Premises except when no other entrance is available. All deliveries, garbage collection, and other loading activities shall be conducted inside the loading zone areas as may be designated by Landlord, which areas shall be constructed utilizing materials designed to muffle noise and which areas shall contain doors that shall remain closed during all loading zone activities so as to eliminate noise associated with these activities. No loading zone activities whatsoever for the loading zones that border any residential areas within or adjacent to the Shopping Center shall occur between the hours of 10:00 p.m. and 6:30 a.m.

I. To cause its employees, officers and agents to park only in places, if any, designated by Landlord for employee parking. Landlord reserves the right to have towed any vehicle parked in violation of this clause at Tenant's expense.

J. To take no action that would violate the Restrictions or any of Landlord's contracts, if any, affecting the Shopping Center or cause any work stoppage, picketing or cause any manner of interference with the use and enjoyment of the Shopping Center by Landlord, other tenants, occupants, customers or any person lawfully in and upon the Shopping Center.

K. To abide by and observe all rules and regulations established from time to time by Landlord and Landlord's insurance carrier with respect to the operation of the Shopping Center and its Common Areas. Landlord reserves the right from time to time to amend or supplement said rules and regulations and to adopt and promulgate additional rules and regulations applicable to the Premises and the Shopping Center. Notice of such additional rules and regulations, and amendments and supplements, if any, shall be given to Tenant and Tenant agrees thereupon to comply with and observe all such rules and regulations, and amendments thereto and supplements thereof, provided such amendments and supplements shall apply in a non-discriminatory manner to all similar tenants of the Shopping Center.

L. Tenant acknowledges that it is Landlord's intent to operate the Shopping Center in a manner consistent with the highest standards of decency and morals prevailing in the community which it serves. Toward that end, Tenant agrees that it will not sell, distribute, display or offer for sale any item which, in Landlord's good faith judgment, is inconsistent with the quality of operation of the Shopping Center or may tend to injure or detract from the moral character or image of the Shopping Center within such community. Without limiting the generality of the foregoing, Tenant will not sell, distribute, display or offer for sale any roach clip, water pipe, bong, toke, coke spoon, cigarette papers, hypodermic syringe or other paraphernalia commonly used in the use or ingestion of illicit drugs, or any pornographic, lewd, suggestive, or adult newspaper, books, magazine, picture, representation or merchandise of any kind.

M. Tenant shall not walk upon the roof of the Shopping Center, nor erect any radio or television aerial, satellite dish, or other device on the roof or exterior walls of the Premises or the building in which the Premises are located without Landlord's prior written consent.

N. Tenant shall not use plumbing facilities for any other purpose than the purpose for which they were constructed.

O. Tenant shall use, at Tenant's cost, a pest extermination contractor, at least one (1) time annually.

P. Tenant shall conduct no fire, auction, bankruptcy, going-out-of-business, lost-our-lease, or similar sales in the Premises, nor shall Tenant operate as a wholesale store, a cooperative store, a secondhand store, a sample store, or a surplus store.

Q. Tenant shall not use or permit the Premises to be used in any way which will injure the reputation of the Premises or of the Shopping Center, or which may be a nuisance, annoyance, or

inconvenience to the tenants, occupants, customers or any person lawfully in or upon the Shopping Center or to the neighborhood, including without limiting the generality of the foregoing, permitting loud noise by the playing of musical instruments or radios or television, or the use of microphones, loudspeakers, electrical equipment, or utilizing flashing lights or search lights, or permitting the emission of odors from the Premises, any of which, in the judgment of the Landlord, might cause disturbance, impairment, or interference with the use or enjoyment by any other tenant of its premises.

If Tenant fails to comply with the terms of this Section 8.2 then, in addition to any and all other equitable and legal remedies which Landlord may have, Tenant agrees to pay to Landlord, as Additional Rent, a sum equal to One Hundred and No/100 Dollars (\$100.00) per day for each day it fails to comply with such requirements. This amount shall be payable to Landlord within ten (10) days after written demand.

8.3 ODORS AND VIBRATIONS:

A. Tenant represents, warrants, covenants and agrees that Tenant shall not use any materials in the Premises that produce or cause noxious odors or hazardous fumes from or within the Premises. If in Landlord's sole discretion, Landlord deems it necessary for Tenant to ventilate the Premises or in the event local laws and codes require specific ventilation as a result of odors or fumes produced in or emanating from the Premises, Tenant shall immediately cause the Premises to be adequately ventilated, at Tenant's expense, including, but not limited to, the installation of exhaust fans (or other ventilation equipment) in the Premises in order to prevent odors or fumes from emanating from the Premises into any other premises (including any fresh air intakes into any other premises) within the Shopping Center or into the Common Areas. Including any and all ventilation measures that are required by laws and codes due to Tenant's use. All work performed by Tenant pursuant to this Section 8.3 shall be performed in accordance with the terms and conditions of this Lease. In the event that Tenant fails to take any action required under this provision within two (2) business days after notice from Landlord or if Landlord determines, in its sole judgment, that Tenant's remedy is not sufficient and that odors and fumes are not being adequately controlled, or in the event laws and codes are not complied with by Tenant, Landlord may (but shall not be obligated to) immediately install such adequate ventilation system upon prior written notice to Tenant, and, upon demand, Tenant shall reimburse Landlord for the cost thereof, plus an administrative fee of 20% of such cost.

B. If Tenant uses amplified music or produces any other cause of noise or vibration in the Premises, Tenant agrees that it will take all measures to prevent the level of sound or vibration permeating the wall between the Premises and adjacent premises as a part of Tenant's Work by installing soundproofing materials into the demising wall using methods and materials that are approved by Landlord prior to installation.

C. The Parties further agree that in the event that there are odors, fumes, noise or vibration emanating from the Premises at any time which are causing a nuisance to any other premises in the Shopping Center or are affecting the operation of any other occupant in the Shopping Center or are otherwise in violation of laws or codes, or in the event Tenant is engaging in any other action or operations which are causing a nuisance to any other premises in the Shopping Center or are affecting the operation of any other occupant in the Shopping Center or are in violation of laws or codes, and in each case such actions are not ceased by Tenant within two (2) business days following written notice from Landlord, then in addition to all remedies available to the Landlord under this Lease or at law for Tenant default (which remedies shall be immediately exercisable notwithstanding any notice or cure periods otherwise provided for in this Lease), and in addition to the remedies granted to Landlord in this Section 8.3, Landlord may require the Tenant to close immediately, in which event Tenant shall cease operations from the Premises immediately and shall remain closed without any abatement in Rent until such time as the action causing a nuisance or affecting the operation of an occupant is rectified.

SECTION 9.0 UTILITIES.

9.1 UTILITY PAYMENTS. From the earlier of (i) the date Tenant takes possession of the Premises, and/or (ii) the date Tenant begins its work in the Premises, Tenant agrees, at Tenant's expense, to have the utility meters registered in Tenant's name and to pay for all utility services rendered or furnished to the Premises including, without limitation, any water, gas, electricity, sewer, fire protection, and/or other utilities, as well as any meter fees, hookup fees, impact fees or special assessments, together with all taxes or other charges levied on such utilities based on utility consumption and/or otherwise. If required by Landlord, Tenant shall pay to Landlord the amount of impact fees required of Tenant to the extent Landlord has impact fee credits available for such purpose.

9.2 TENANT'S PROPORTIONATE SHARE OF UTILITIES. If any of such utilities provided by a public utility company, but used by Tenant, are not separately metered or assessed, Tenant will pay to Landlord its proportionate share of such utility charges, based on the ratio that the square footage of the Premises bears to the square footage of all premises using the utilities.

9.3 LANDLORD SUPPLIED UTILITIES. If Landlord shall supply or have supplied any such services, Tenant will purchase same from Landlord at charges not in excess of the charges for such services that may be established by the appropriate governmental regulating body. Landlord shall bill Tenant for any such charges for services supplied by or rebilled by Landlord. If Tenant fails to pay the utilities billed by Landlord, Landlord shall have the right to terminate this Lease.

9.4 LANDLORD LIABILITY FOR UTILITY SERVICES. In no event shall Landlord be liable for the quality, quantity, failure or interruption of such services to the Premises.

SECTION 10.0 TENANT'S WORK, FIXTURES, PROPERTY & SIGNS.

10.1 TENANT'S WORK. All Tenant's work (including alterations and other improvements) undertaken in the Premises by Tenant shall consist of new material installed in a workmanlike manner and in compliance with all applicable laws and regulations and shall be performed only by contractors or subcontractors who have complied with the Tenant insurance standards specified in Section 14 hereof. Tenant shall make or cause to be made all such alterations to the Premises (including, without limiting, the generality of the foregoing, removing such barriers and providing such alternative services) as shall be required for compliance with the Americans with Disabilities Act of 1990 and any rules and regulations from time to time promulgated thereunder. If, as a result of Tenant's Work, there is any damage to any other premises or the personal property of either Landlord or any other tenant or occupant in the Shopping Center, Tenant shall, at its sole cost and expense, immediately repair said damage and/or replace said personal property. Tenant shall not commence work until it has supplied a list of contractors and subcontractors to Landlord and Landlord has approved such list. Tenant shall not permit any contractor or subcontractor not listed on such approved list to perform any work. Tenant shall not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work of any contractor, mechanic, laborer or materialmen which might be or become a lien or encumbrance or charge upon the Premises or the Shopping Center or the income therefrom, and the Tenant shall not suffer any other matter or thing whereby the interest of Landlord in the Premises or in the Shopping Center might be impaired. The Shopping Center shall not be subject to attachment. Pursuant to Georgia Statute 713.10, it is the intent of the Parties hereto that the Landlord's interest in the Premises and the Shopping Center shall not be subject to any liens filed for improvements made by or for Tenant and/or because of Tenant's failure to make payments in connection with any buildings or improvements installed or constructed on the Premises. The Memorandum of Lease provided for in Section 5.4 shall expressly give notice of and prohibit such liability by Landlord. Tenant shall include in all contracts and subcontracts for work to be performed on Tenant's behalf at the Premises provisions wherein such contractor or subcontractor acknowledges that Landlord has no liability under such contracts and subcontracts and that such contractor or subcontractor waives any right it may have to lien or attach the Premises and the Shopping Center. Not in limitation of the foregoing, if any lien be filed by virtue of Tenant's work, Tenant shall cause the same to be fully discharged of record by payment, bond, order of court, or otherwise as required by law within thirty (30) days of filing. Landlord may, at Landlord's option, cause such discharge and Tenant shall reimburse Landlord, with interest at the Default Rate, for all of its costs and expenses, including attorneys' fees, incurred by Landlord within ten (10) days of receipt of written demand thereof by Landlord. Nothing in this Lease shall be construed as in any way constituting a consent or request by Landlord, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific or general improvements. All such work including, without limitation, floor covering, lighting, ventilating, heating and air conditioning equipment, wall coverings and store fronts shall, upon termination of this Lease, attach to the freehold and become and remain Landlord's property. Tenant agrees not to undertake any Tenant work without Landlord's prior written consent.

10.2 TENANT'S PERSONAL PROPERTY. All trade fixtures and equipment installed by Tenant in the Premises shall be new or completely reconditioned and shall, along with Tenant's merchandise, remain the personal property of Tenant. Tenant shall, at the expiration of the Term and upon vacating the Premises, remove all its trade fixtures and personal property that is removable without injury to or defacement of the Premises, and provided all Rent is paid in full and Tenant is not otherwise in default under this Lease, and further provided that any damage to the Premises or the Shopping Center resulting from such removal shall be simultaneously repaired at Tenant's expense. Tenant agrees that all Tenant's personal property in the Premises shall be at the sole risk of Tenant and/or those claiming under Tenant. Landlord shall not be responsible to Tenant for any loss that may be occasioned by the acts or omissions of persons occupying any space adjacent to or adjoining Tenant's Premises, or be liable to Tenant for any loss resulting to Tenant, or any of Tenant's property, caused in any manner whatsoever. If the Tenant does not remove its trade fixtures and personal property at the expiration or earlier termination of this Lease, such trade fixtures and personal property shall, at the option of the Landlord, be deemed to have been abandoned and become the property of the Landlord without payment of any compensation therefor, and may be removed from the Premises and disposed of by the Landlord as it deems advisable at the Tenant's sole cost. Tenant waives any claim against the Landlord for damage to abandoned property, as well as the right to sue for failure to comply with Chapter 715, Georgia Statutes.

10.3 TENANT'S SIGN(S). Subject to (i) Landlord's consent as to number, size, color, type, location and specifications, (ii) the Landlord's sign criteria as outlined in Exhibit C attached hereto, (iii) the Restrictions, and (iv) the Tenant's sign(s) being in compliance with all applicable laws, ordinances, zoning conditions, rules, regulations, orders and interpretations (collectively, "**Laws**"), ((i) to (iv) being collectively referred to herein as the "**Signage Requirements**"), Tenant may install and illuminate up to two (2) signs on the exterior of the Premises (one on the front and one on the back of the Premises). Tenant agrees that it will not erect any other exterior sign without first complying with the Signage Requirements. Tenant agrees to install all of said signs in conformance with the Signage Requirements, and to keep the same in a good state of repair and defend, indemnify and hold Landlord harmless from any damages stemming from the installation, maintenance, existence or removal of the same, and Tenant shall repair any damage which may have been caused by said installation, existence, maintenance or removal. Upon vacating the Premises, Tenant agrees to remove all signs and simultaneously repair, at Tenant's sole expense, any damage to the Premises or Shopping Center caused by the initial installation and such removal.

10.4 REMODEL OF BUILDING FAÇADE BY LANDLORD. In the event Landlord should remodel the building or fascia/facade of the Premises or any portion of the Shopping Center, it is agreed as follows:

- A. The work shall be done by Landlord at Landlord's expense in a timely and expeditious manner.
- B. Landlord shall inform Tenant prior to the commencement date of work.

10.5 LIABILITY FOR TENANT'S PERSONAL PROPERTY. Tenant further agrees that all personal property of every kind or description which may at any time be in the Premises shall be at the Tenant's sole risk, or at the risk of those claiming under the Tenant. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by the acts or omissions of persons occupying any space adjacent to or adjoining Tenant's Premises, or any part thereof. Landlord shall not be responsible or liable to Tenant for any loss or damage resulting to Tenant or its property or its business resulting from any roof leaks, water, gas, steam, fire, or the bursting, stoppage or leaking of water and/or sewer pipes, or from the heating or plumbing fixtures, or from electric wires, or from gas or odors, or caused in any manner whatsoever.

SECTION 11.0 MAINTENANCE OF PREMISES.

11.1 LANDLORD MAINTENANCE. Landlord agrees to keep and maintain in good order and repair the roof and other exterior portions of the Premises and to make any necessary structural repairs of the Premises. Landlord shall not be responsible for reasonable wear and tear or damage caused by any act or negligence of Tenant, its employees, agents, invitees, licensees or contractors.

11.2 TENANT MAINTENANCE. Tenant agrees at Tenant's expense, to keep and maintain in good order and repair, and replace as necessary, all portions of the Premises not specifically designated above as Landlord's obligation, including, without limitation, the exterior and interior portions of all doors, door hardware, door jams and frames, and door operators, exterior mounted equipment and signs, utility meters, exterior lights mounted on Premises, windows, window hardware, plate glass, showcases surrounding the Premises, all plumbing and sewage facilities within the Premises, fixtures, heating, ventilating, air conditioning ("HVAC") and electrical equipment, interior walls, floors, ceiling, and all interior building appliances and similar equipment. Tenant agrees that during the Term Tenant shall keep in full force, at Tenant's expense, a standard maintenance contract on the HVAC equipment with a reputable contractor (which contract shall provide for inspection and service of the HVAC equipment no less than quarterly) and upon notice shall promptly deliver a copy of the contract to Landlord. Landlord shall assign any HVAC manufacturer's warranties to Tenant provided such warranties are assignable, and further provided that Tenant shall pay any costs or fees associated with such assignment. Tenant shall be responsible for any changes to the fire sprinkler systems in the Premises required as a result of Tenant's design or use of the Premises or as a result of Tenant's Work. Tenant shall be responsible for the maintenance, repair and replacement of the fire sprinkler system exclusively serving the Premises (excluding the riser, which shall be the Landlord's responsibility).

Tenant (i) will keep clean the inside and outside of all glass in the doors and windows of the Premises; (ii) will replace promptly at its own expense with glass of like kind and quality any broken plate or window glass; (iii) will replace doors or door hardware of the Premises which may for any reason become cracked or broken, (iv) will maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin, and other pests; (v) will not permit undue accumulation of garbage, trash, rubbish or other refuse in the Premises; (vi) will keep such refuse in proper containers inside the Premises until such time as same is called for to be removed; (vii) will promptly report to Landlord in writing any maintenance problems involving water, moist conditions, or mold; (viii) will not block or inhibit the flow of return or make-up air into the HVAC system serving the Premises and will maintain the Premises at a consistent temperature and humidity level in accordance with the Landlord's instructions; and (ix) will otherwise conduct all activities in the Premises in a manner that prevents unusual moisture conditions or mold growth.

11.3 TENANT REQUIREMENT TO CONFORM. During the Term Tenant shall, at Tenant's cost, make any changes or alterations in the Premises that may be necessary to cause said Premises to conform to all governmental and insurance underwriters' requirements adopted after the Effective Date.

11.4 LANDLORD RIGHT TO MAINTAIN PREMISES. If Tenant refuses or neglects to commence and complete any of the foregoing promptly and adequately, Landlord may, but shall not be required to, make or complete said repairs and Tenant shall pay the cost thereof to Landlord upon demand, together with a sum equal to twenty-five percent (25%) of said costs for overhead and administration, all due and payable within ten (10) days after billing from Landlord to Tenant.

SECTION 12.0 SECURITY DEPOSIT.

12.1 SECURITY DEPOSIT, RESTORATION AND REFUND. Tenant has deposited with Landlord the Security Deposit specified in Section 2.7(A), said Security Deposit to be retained by Landlord, interest free, as security for the performance by Tenant of its Lease agreements. Landlord shall not be required to keep the Security Deposit separate from its general funds. Tenant shall not transfer or encumber said Security Deposit and any such act shall not be binding on Landlord. If Tenant defaults, in the payment of Rent or otherwise, Landlord may, without prejudice to other Landlord remedies, apply as much of said Security Deposit as may be necessary to compensate Landlord, toward payment of Rent or other loss or damage to Landlord stemming from such default, and Tenant shall immediately, upon notice from Landlord, restore said Security Deposit to its original sum. Tenant's failure to pay to Landlord a sufficient sum to restore the Security Deposit to its original amount within three (3) days after receipt of notice shall constitute a default under this Lease. Said Security Deposit, less any amount expended as aforesaid, shall be returned to Tenant within thirty (30) days following the end of the Term, provided Tenant has returned the Premises to Landlord in the condition required hereunder.

12.2 LIABILITY FOR SECURITY DEPOSIT. Tenant agrees that the holder of any mortgage covering the Premises shall not, under any circumstances, be liable for such Security Deposit. In the event of a sale of the Shopping Center, Landlord may deliver said Security Deposit to the purchaser and thereupon the transferring Landlord shall be discharged from any further liability with respect to the Security Deposit and the purchaser shall retain said Security Deposit as Landlord under this Section.

SECTION 13.0 COMMON AREA CHARGES.

13.1 COMMON AREA CHARGES DEFINED. Common Areas shall be defined as including, without limitation, any of the following that may be part of the Shopping Center or related to the Shopping Center maintenance obligations: parking areas, parking decks, stairwells, pedestrian ways, hallways, escalators and elevators (but not within the floor area of an individual occupant), driveways, service courts, food courts, building surfaces, access and interior roads, private roads, detention ponds and drainage facilities and other areas or facilities to be maintained by Landlord regardless of whether said ponds and/or facilities are located within the Shopping Center or outside the Shopping Center, charges applicable to the Landlord or the Shopping Center pursuant to the Restrictions, fire protection systems for Common Areas, truckways, ramps, loading docks, delivery areas, sidewalks, walkways, walls, curbs, lighting standards, bike racks, fountains, statues and artwork, planters, seating areas, bus stops, bus shelters, traffic and directional signs, open and enclosed courts and malls, landscaped and park areas, landscaping and maintenance of adjacent land, rights of way and/or medians required to be maintained by the Shopping Center owner or management, drainage systems, benches, fences, fire corridors, meeting areas, public restrooms and comfort stations, and any shoulders and medians of streets adjacent to the Shopping Center. Landlord may, from time to time, open, close, relocate, climatize or de-climatize any food court and mall areas, change the layout, size, locations, elevation, nature and/or use of any Common Areas, and may construct or erect buildings or other structures therein or thereon and move or remove the same. Except for any Lease provision to the contrary, Landlord shall either do the following or cause to be done by Landlord's designated contractor, agent or employee: operate, maintain, manage, equip, light, clean, paint, repair, and, at Landlord's option, provide security personnel and/or leased equipment for said Common Areas and heat and cool any mall or other areas now or hereafter enclosed, as Landlord shall from time to time determine. Landlord or Landlord's designated contractor, agent or employee may perform any other maintenance, changes, repairs, replacements or improvements that Landlord may hereafter desire or deem necessary and appropriate. Landlord may designate or permit a third party to perform the obligation of Landlord. Capital expenditures required due to changes in regulations that were not required when the Shopping Center was built, reserves for repair or replacement of capital items, excluding items for which Landlord is responsible as contained in Section 11.1, and capital expenditures made in order to reduce other operating expenses, shall be considered common area charges. Landlord agrees to maintain, or cause to be maintained, commercial general liability insurance relating to the Shopping Center and the Common Areas thereon on an occurrence basis, in the minimum amount of \$1,000,000.00, and all risk or special form property coverage to the extent of the replacement cost of the Shopping Center buildings owned by Landlord with the option of taking advantage of any co-insurance provisions therein, with reasonable deductibles. Landlord may further maintain such additional insurance as is commercially reasonable or as required by any mortgagee, including without limitation a supplemental flood insurance policy in the event the Shopping Center is in a flood zone. All of the foregoing services and items, together with Landlord's repairs and replacement of roofs and structural components and periodic repainting of buildings in the Shopping Center, and all assessments due under any declaration or restrictive covenants recorded from time to time affecting the Shopping Center, including, without limitation, the Restrictions, and expenditures required to comply with the conditions or permits and approvals for the Shopping Center, are herein collectively called "**Common Area Maintenance**" and the costs therefor, plus a fifteen percent (15%) administrative charge, minus the amount paid to the Landlord by the Major Occupants, Fixed CAM Tenants and Self-Maintaining Tenants for Common Area Maintenance and Insurance, are herein collectively called "**Common Area Charges**".

13.2 PAYMENT OF COMMON AREA CHARGES. Commencing with the first day of the Term, Tenant agrees to pay to Landlord Tenant's Proportionate Share of Common Area Charges specified in Section 2.8 on the first day of each calendar month, in advance, during the Term for the monthly installment, which Section 2.8 monthly installments represent Landlord's estimate of the amount of Tenant's Proportionate Share of said Common Area Charges at Term commencement. Landlord shall, prior to the beginning of each calendar year, estimate the expected Common Area Charges for such calendar year and Tenant's Proportionate Share thereof, one twelfth (1/12) of which shall constitute the monthly installments for such year in lieu of, but never lower than, the monthly installments specified in Section 2.8. Within one hundred eighty (180) days after the end of each calendar year, Landlord shall advise Tenant of the actual Common Area Charges paid or payable during the prior calendar year and thereupon there shall be an adjustment between Landlord and Tenant with payment to or repayment by Landlord, as the case may require, to the end that Landlord shall receive the entire amount of Tenant's annual Proportionate Share for said year. However, Landlord's failure to provide such statement of Common Area Charges by the date provided herein shall in no way excuse Tenant from its obligation to pay its Proportionate Share of Common Area Charges, or constitute a waiver of Landlord's right to bill and collect such Proportionate Share of Common Area Charges from Tenant in accordance with this Section. Any repayment that may be due by Landlord to Tenant may, at Landlord's option, take the form of a credit on Tenant's next succeeding monthly installment(s), or may be reimbursed separately by the Landlord. If Tenant's Proportionate Share is greater than the amount paid by Tenant during said prior year, Tenant shall pay Landlord the difference between the amount paid by Tenant and the amount actually due within thirty (30) days of Landlord billing Tenant for same. Landlord agrees to keep, at its principal office, records relating to said Common Area Charges. Tenant shall have the right to audit said records for the sole purpose of ascertaining the correctness of said Common Area Charges. Such audit shall be made during normal business hours; shall not unreasonably interfere with Landlord's office operations; shall be performed by Tenant or Tenant's chief financial officer; shall not be made more often than once during each calendar year; and, shall be limited to the records for the preceding calendar year. If Tenant desires to audit said records as aforesaid, Tenant shall notify Landlord no later than ninety (90) days after receipt of Landlord's annual statement and thirty (30) days in advance of the date on which Tenant proposes to perform such audit, commence

said audit within sixty (60) days of said notice, and once the audit has commenced, diligently complete the same. If Tenant fails to provide Landlord notice of its desire to audit Landlord's records within ninety (90) days of the receipt of Landlord's annual statement, such statement shall be binding and conclusive on Tenant.

SECTION 14.0 INSURANCE.

14.1 TENANT INSURANCE REQUIREMENTS. Tenant shall procure and continue in force from and after the date Landlord shall deliver possession of the Premises to Tenant and throughout the Term of this Lease: (a) commercial general liability insurance with a limit of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury or property damage and \$2,000,000.00 aggregate per location including, personal and advertising injury coverages with a limit of not less than \$1,000,000.00 per occurrence and liquor liability coverage (also known as "dramshop Insurance") with a limit of not less than \$1,000,000.00 per occurrence and umbrella coverage of \$2,000,000.00, if alcoholic beverages are sold and/or consumed on the Premises, as well as products/completed operations coverage with respect to any improvements completed by Tenant's contractors; (b) all-risk or special form property coverage, including sprinkler leakage coverage plus flood and/or earthquake coverage as deemed necessary by Landlord, in an amount adequate to cover full replacement of all leasehold or building improvements in the Premises which were originally constructed or provided by or on behalf of Tenant, as well as the cost of replacement of all fixtures, equipment, decorations, contents and personal property therein; with a reasonable deductible as determined by Landlord including no coinsurance clause or an agreed value provision; (c) exterior sign insurance and plate glass insurance covering all plate glass in the Premises; and (d) if there is boiler or air-conditioning equipment serving the Premises (whether installed in, adjoining, above or beneath the same), broad form boiler and machinery insurance in an amount adequate to cover replacement cost of all improvements and betterments but in no event less than \$100,000.00; (e) Tenant shall provide Landlord evidence of automobile liability coverage with a limit of not less than \$1,000,000.00 and evidence of worker's compensation coverage in accordance with the State of Georgia requirements; and (f) Tenant shall carry business income /extra expense coverage in the amount of "actual loss sustained". Landlord shall have the right to periodically raise required coverage limits. For greater certainty, Tenant shall be responsible at its sole cost for all deductibles and self-insured retentions with respect to its insurance policies.

14.2 INSURANCE POLICY REQUIREMENTS. All of the insurance required under Section 14.1 shall name Landlord and its designee(s) as additional insureds on a primary and non-contributory basis and all insurance policies required under subsections (b) through (d) of Section 14.1 shall be issued in the names and for the benefit of Landlord, its designee(s), and Tenant. For greater certainty, all additional insureds listed on the Tenant's policy shall have the benefit of coverage limits equal to the greater of (i) the full amount of the Tenant's policy, and (ii) the amount of insurance required to be maintained by Tenant hereunder. A true and certified copy of each Tenant insurance policy with endorsement providing for Landlord's interest as named insured and/or a Standard Acord 27 Form Certificate of Insurance evidencing insurance coverage and confirming the Landlord as additional insured, with the wording "will endeavor to" removed from the cancellation clause and providing a minimum of thirty (30) days written notice to the Landlord, shall be provided to Landlord without demand throughout the Term. Such policies shall be issued by one or more responsible insurance companies satisfactory to Landlord with a minimum Best Rating of A-XI and approved to do business in Georgia. All such insurance may be carried under a blanket policy covering the Premises and any other of Tenant's stores and shall contain endorsements that (1) such insurance may not be canceled or amended with respect to Landlord (or its designee(s)), except upon thirty (30) days prior written notice to Landlord (and such designee(s)), by the insurance company; and (2) Tenant shall be solely responsible for payment of premiums for such insurance. In the event Tenant fails to furnish or maintain such insurance as outlined in Section 14.1 (a through e) PRIOR TO OR SIMULTANEOUSLY WITH THE POSSESSION DATE, the Landlord may obtain such insurance and the premiums shall be paid by Tenant to the Landlord upon demand.

14.3 TENANT INDEMNIFICATION OF LANDLORD. Tenant will indemnify, save harmless, and defend Landlord promptly and diligently at Tenant's sole expense from and against any and all claims and demands in connection with any accident, injury or damage whatsoever caused to any person or property arising directly or indirectly out of Tenant's initial construction, alteration, renovation, remodeling, repair and/or fixturing of the Premises (whether or not occurring prior to the Commencement Date hereof), or out of the business conducted in the Premises or occurring in, on or about the Premises or any part thereof, including the Common Areas, or arising directly or indirectly from any act or omission of Tenant or any of its contractors, subcontractors or concessionaires or subtenants or their respective licensees, servants, agents, employees, contractors or subcontractors, and from and against any and all costs, expenses and liability incurred in connection with any such claim or proceeding brought thereon. The commercial general liability insurance maintained by Tenant pursuant to Section 14.1 above shall specifically insure the contractual obligations of Tenant as set forth herein, but shall not limit Tenant's liability under this Section.

14.4 TENANT REQUIREMENT TO COMPLY WITH RECOMMENDATIONS OF INSURER. Tenant agrees, at its own cost and expense, to comply with all of the rules, regulations and recommendations of Landlord's property insurer and any similar body and any governmental authority having jurisdiction. If at any time and from time to time, as a result of or in connection with any failure by Tenant to comply with the foregoing sentence or any act of omission or commission by Tenant, its employees, contractors or licensees, or as a result of or in connection with the use to which the Premises are put (notwithstanding that such use may be for the purposes hereinbefore permitted or that such use may have been consented to by Landlord), the property insurance rate(s) applicable to the Premises, or the building in which same are located, or to any other premises in said building, or to any adjacent property owned or controlled by Landlord, or an affiliate of Landlord, and/or to the contents in any or all of the aforesaid properties (including rent insurance relating thereto) shall be higher than that which would be applicable for the least hazardous type of occupancy legally permitted therein, Tenant agrees that it will pay to Landlord, on demand, such higher portion of the premiums for all property insurance policies in force with respect to the

aforesaid properties (including rent insurance relating thereto) and the contents of any occupant thereof as shall be attributable to such higher rate(s). If Tenant installs any electrical equipment that overloads the electrical lines in the Premises or the building in which they are located, Tenant shall, at its own cost and expense promptly remove such equipment or make whatever changes are necessary to remedy such condition and to comply with all requirements of Landlord's property insurer and any similar body and any governmental authority having jurisdiction thereof. For the purpose of this Section, any finding or schedule of Landlord's property insurer shall be deemed to be conclusive. In the event that this Lease so permits and Tenant engages in the preparation of food or packaged foods or engages in the use, sale or storage of inflammable or combustible material, Tenant shall install chemical extinguishing devices (such as ansul) approved by Underwriters Laboratories and shall keep such devices under service as required by such organization. If gas is used in the Premises, Tenant shall install gas cutoff devices (manual and automatic).

14.5 WAIVER OF SUBROGATION. Each insurance policy carried by Landlord or Tenant and insuring all or any part of the Shopping Center, the Premises, including improvements, alterations and changes in and to the Premises made by either of them and Tenant's trade fixtures and contents therein, shall be written in a manner to provide that the insurance company waives all right of recovery by way of subrogation against Landlord or Tenant, as the case may be, in connection with any loss or damage to the Premises, property or businesses, building and contents caused by any of the perils covered by all risk or special form property coverage, and business interruption insurance (with respect to the Tenant), or for which either Party may be reimbursed as a result of insurance coverage affecting any loss suffered by it. So long as the policy or policies involved can be so written and maintained in effect, neither Landlord nor Tenant shall be liable to the other for any such loss or damage, even if such loss or damage was caused by the other Party's negligence (and each of Landlord and Tenant waives any claims it may have against the other resulting from such loss or damage), provided, however, that the foregoing waivers of liability given by Landlord and Tenant to each other shall apply only to the extent of any recovery made by the Parties under any policy of insurance now or hereafter issued. In the event of inability on the part of either Party to obtain such provision in its policy or policies with the carrier with whom such insurance is then carried, or such carrier's requiring payment of additional premium for such provision, the Party so affected shall give the other Party written notice of such inability or the increase in premium as the case may be. The Party to whom such notice is given shall have fifteen (15) days from the receipt thereof within which: (1) in the case of such inability on the part of the other Party, to procure from the aforesaid other Party's insurance carrier in writing, at no increase in premium over that paid theretofore by the Party so affected, such waiver of subrogation; (2) in the case of increased premium, to pay the other Party so affected the amount of such increase; or (3) to waive, in writing, within the time limit set forth herein, such requirement to obtain the aforesaid waiver of subrogation. Should the Party to whom such notice is given fail to comply as aforesaid within the same fifteen (15) day period, each and every provision in this Section in favor of such defaulting Party shall be canceled and of no further force and effect.

SECTION 15.0 TAXES.

15.1 DEFINITION OF REAL ESTATE TAX EXPENSE. For the purpose of this Lease, "Real Estate Tax Expense" shall include (i) all real estate taxes and assessments both general and special imposed by federal, state or local governmental authority or any other taxing authority having jurisdiction over the Shopping Center, against the land, buildings, and all other improvements within the Shopping Center, (ii) any resource recovery taxes or fees, retrofit taxes or fees, or any other special tax which may be assessed and imposed on the Shopping Center by any federal, state, or local government, including, without limitation, any tax allocation district assessment or any other special assessment against the Shopping Center, (iii) all real estate taxes levied and/or assessed due to the Shopping Center being located within the jurisdiction of a community development district, tax allocation district, community improvement district, special tax district and/or municipal tax district (collectively, the "CDD Assessments") and which are included in the tax bill (or in the alternative, charged by the Community Improvement District and/or Community Development District to Landlord) and (iv) any other assessments which may be levied or imposed on the Shopping Center, with such expense in each case excluding the expense relating to any tenants or occupants which are separately assessed for such expense, and such expense in each case including any and all expenses incurred by Landlord in negotiating, appealing or contesting such taxes and assessments. Real Estate Tax Expense shall include the face amount of real estate taxes, but shall not include any additional charges or penalties incurred by Landlord due to late payment of real estate taxes. Beginning with the Commencement Date, the Tenant shall pay a proportionate share of the Real Estate Tax Expense, which proportionate share shall be computed by multiplying the total of such Real Estate Tax Expense by a fraction, the numerator of which is the Premises area specified in Section 2.2, and the denominator of which is the number of square feet of gross leasable area within that portion of the Shopping Center owned by the Landlord which is included in the tax statement (excluding the square footage of any tenants or occupants which are separately assessed). Any dispute as to the areas used in determining the Real Estate Tax Expense shall be resolved by certification of Landlord's architect.

15.2 CALCULATION OF TENANT'S PROPORTIONATE SHARE OF REAL ESTATE TAX EXPENSE. Landlord shall estimate Tenant's annual proportionate share of such Real Estate Tax Expense and one-twelfth (1/12) of the amount so estimated shall be paid by Tenant on the first day of each calendar month, in advance, during the Term. The monthly installment set forth in Section 2.9 represents Landlord's estimate of Tenant's proportionate share of said Real Estate Tax Expense as of the Term commencement. Within one hundred eighty (180) days after the end of each tax year, Landlord shall furnish Tenant a statement in reasonable detail of the actual Real Estate Tax Expense paid or payable during the prior year, and thereupon there shall be an adjustment between Landlord and Tenant with payment to or repayment by Landlord, as the case may require, to the end that Landlord shall receive the entire amount of Tenant's annual proportionate share for such period. However, Landlord's failure to provide such statement of Real Estate Tax Expense by the date provided herein shall in no way excuse Tenant from its obligation to pay its proportionate share of Real Estate Tax Expense, or constitute a waiver of Landlord's right to bill and collect such proportionate share of Real Estate Tax Expense from Tenant in accordance with this Section. Any repayment that may be due by Landlord to Tenant may, at Landlord's option,

take the form of a credit on Tenant's next succeeding payment or payments pursuant to this clause, or may be reimbursed separately by Landlord. If Tenant's proportionate share is greater than the amount paid by Tenant during the prior tax year, within thirty (30) days after receipt of Landlord's statement, Tenant shall pay the Landlord the difference between the amount paid by Tenant and the amount actually due.

15.3 RENTAL TAXES. Should any governmental taxing authority acting under any present or future law, ordinance or regulation, levy, assess or impose a tax, excise and/or assessment (other than an income or franchise tax) upon or against the rentals payable by Tenant to Landlord, either by way of substitution for, or in addition to, any existing tax on land and buildings or otherwise, or any other substitute tax, the proceeds of which are used to fund the same governmental functions as were funded by ad valorem taxes, Tenant shall be responsible for and shall pay such tax, excise and/or assessment, or shall reimburse Landlord for the amount thereof, as the case may be, as Additional Rent, seven (7) days before the date that any fine, penalty or interest (or Tenant's proportionate share thereof) would be added thereto for nonpayment. Substitute taxes as referred to above in this Section shall include, without limitation, any surtax on parking spaces.

15.4 PAYMENT OF TAXES. Tenant shall pay the following when due: all taxes assessed against Tenant's personal property; all license fees, occupational taxes, impact fees and other governmental charges assessed by reason of Tenant's use or occupancy of the Premises, including, without limitation, any rental or occupancy taxes and any other taxes arising out of the operation of Tenant's business or occupancy of the Premises. Tenant shall pay to Landlord, within three (3) days from receipt of notice from Landlord, any additional impact fees or taxes caused by Tenant's specific use.

SECTION 16.0 FIRE OR OTHER CASUALTY.

16.1 LANDLORD'S RESTORATION OBLIGATIONS. Should the Premises or any part thereof be damaged or destroyed by fire or other casualty covered by insurance policies applicable to the Premises, Landlord shall, except as otherwise provided herein, and to the extent it recovers all of the necessary proceeds for rebuilding from such insurance, repair and/or rebuild the Premises with reasonable diligence. Landlord's obligation to rebuild or repair is subject to and conditioned upon the written consent of Landlord's mortgagee(s) who have a prior right to such insurance proceeds and shall be limited to the condition originally provided by Landlord at the time of the Term commencement. Tenant acknowledges and agrees that Landlord shall not be obligated to repair, rebuild, or replace any property belonging to Tenant or any improvements to the Premises furnished by and/or for Tenant. If there should be a substantial, material interference with the operation of Tenant's business in the Premises as a result of such damage or destruction which requires Tenant to temporarily and/or partially close its business to the public, the Minimum Annual Rent shall abate to the extent of such reasonable closing of Tenant's business. Unless this Lease is terminated by Landlord as hereinafter provided, Tenant shall repair, redecorate and refixture the Premises, and restock the contents thereof in a manner and to at least a condition equal to that existing prior to such damage or destruction, and the proceeds of all insurance carried by Tenant on its property, decorations, improvements, fixtures and contents in the Premises shall be held in trust by Tenant for such purposes. Tenant agrees to commence such work within ten (10) days after the date of such damage or destruction, or the date Landlord completes any reconstruction required to be completed by it pursuant to the above referenced obligations, whichever date is later, and Tenant shall diligently pursue such work to its completion. Tenant further agrees that all such work required of it shall be done within a period of sixty (60) days after it is required to commence such work.

16.2 LANDLORD'S DAMAGE OR DESTRUCTION TERMINATION RIGHTS. Notwithstanding anything to the contrary contained in this Section or elsewhere in this Lease, Landlord, at its option, may terminate this Lease on thirty (30) days notice to Tenant if: (a) the Premises is damaged or destroyed as a result of a risk which is not fully covered by Landlord's insurance; (b) the Premises is damaged and the cost to repair the same exceeds twenty-five percent (25%) of the then replacement cost of the Premises; (c) the Premises is damaged during the last year of the Term; (d) the building of which the Premises is a part shall be damaged to the extent of twenty-five percent (25%) or more of the then replacement cost thereof (whether the Premises is damaged or not); (e) if any or all of the buildings or Common Areas of the Shopping Center are damaged (whether or not the Premises are damaged) to such extent that, in the sole judgment of Landlord, the Shopping Center cannot be operated as an integral unit or, (f) Landlord's mortgagee(s) do not permit insurance proceeds to be used for restoration purposes. Except to the extent specifically herein provided, none of the Rent payable by Tenant, nor any of Tenant's other obligations under any provisions of this Lease, shall be affected by any damage to, or destruction of, the Premises by any cause whatsoever. Landlord is not required to repair and/or rebuild any part of the Shopping Center prior to receiving all of the insurance proceeds necessary for said restoration.

SECTION 17.0 CONDEMNATION.

17.1 CONDEMNATION. Should the Shopping Center or the Premises or any part of either be taken by eminent domain or condemnation or by agreement between Landlord and those authorized to exercise said rights (all such procedures being herein collectively called "Condemnation") and the part remaining, if any, after such Condemnation is, in Landlord's reasonable opinion:

A. Not reasonably suitable for the permitted use specified in Section 2.6 for which the Premises were leased, this Lease shall terminate upon possession of the Premises by the Condemnation authority and Minimum Annual Rent and any other monies shall be accounted for between the Parties as of the date of said possession.

B. Reasonably suitable for the permitted use, then Landlord, at its own expense shall, upon receipt of the Condemnation award, restore the remaining portion of the Premises and the Minimum Annual Rent shall be proportionately adjusted if the area of the Premises is changed. Said restoration shall be: subject to the written consent of Landlord's mortgagee(s) who have a prior right to such

award; limited to the condition originally provided by Landlord at the time of the Term commencement; and, limited in cost to the net proceeds of the Condemnation award received and retained by Landlord for the Premises.

C. Reasonably suited for said permitted use, but such event occurs during the last year of the Term, Landlord may, at Landlord's sole option, elect to follow the provisions of either A or B above.

17.2 CONDEMNATION COMPENSATION. All compensation paid for any of the said takings shall belong to and be the exclusive property of Landlord without participation by Tenant or any deduction therefrom for any present or future estate of Tenant. Tenant is not prohibited from claiming such award as may be allowed for loss of its business or personal property, provided that such claim does not diminish or adversely affect Landlord's award or that of any mortgagees or underlying ground lessors.

SECTION 18.0 LANDLORD'S FINANCING.

18.1 TENANT SUBORDINATION AND ESTOPPEL. Tenant accepts this Lease subject to any mortgages (which term shall include deeds to secure debt and security deeds) which might now or hereafter constitute a lien upon the Premises, and all advances thereunder, and all renewals, extensions, modifications, consolidations or replacements thereof, including future advances thereunder or supplements thereto. Although this subordination is automatic and requires no further documentation, Tenant agrees, upon Landlord's request, to subordinate this Lease, in written form, as shall be desired by Landlord and any mortgagee(s), to the lien of any mortgage, mortgages, replacements or extensions thereof, or any other method of financing or refinancing now or hereafter in force against the land and/or buildings, of which the Premises are a part, or against any building hereafter placed upon said land, and to all advances made, or hereafter to be made, upon the security thereof. Tenant further agrees, upon Landlord's request, to execute, acknowledge and deliver to Landlord a written statement in form requested by Landlord certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and stating the modification), the dates to which all Rents hereunder have been paid in advance, if any, and that there are then existing no setoffs or defenses against the enforcement of the agreements of this Lease on the part of Tenant to be performed (or, if any, specifying same) and addressing other matters as may be requested by Landlord, it being intended that any such statement delivered as aforesaid may be relied upon by any prospective purchaser, mortgagee(s) or financier of the Shopping Center, or any part thereof. If Tenant does not, within ten (10) days of Landlord's request as aforesaid, execute and deliver such instruments, then Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver the same in the name of the Tenant.

18.2 NOTICE OF LANDLORD DEFAULT. If the holder of any mortgage covering the Premises shall have given prior notice to Tenant that it is the holder of said mortgage and such notice includes the address to which notices to such mortgagee(s) are to be sent, then Tenant agrees to give to the said holder of such mortgage notice simultaneously with any notice given to Landlord to correct any default of Landlord and agrees that the said holder of such mortgage shall have the right, within sixty (60) days after receipt of said notice, to commence correction of such default and diligently prosecute completion thereof before Tenant may take any action under this Lease by reason of such default. Should Landlord or said mortgage holder request a copy of Tenant's current financial statement, Tenant agrees to furnish a certified copy of its financial statements for the two (2) most recently completed fiscal years to Landlord within fifteen (15) days of such request. Tenant further agrees that any such financial statements may be relied upon by Landlord, anyone purchasing the property that is the subject of this Lease, or anyone making any loan secured by such property.

18.3 ATTORNMEN. Landlord shall have the unrestricted right, at any time and in its sole discretion, to sell, assign, or otherwise transfer its interest in this Lease and the Shopping Center, or any portion thereof, and Tenant shall, in the event of such sale, assignment, or other transfer of Landlord's interest, or in the event of any proceedings brought for the foreclosure of any mortgage covering the Shopping Center, attorn to and recognize such purchaser or mortgagee as Landlord under this Lease. In any such events, Landlord named herein shall not thereafter be liable as a Party under this Lease.

SECTION 19.0 TENANT'S DEFAULT, WAIVER & ATTORNEYS' FEES.

19.1 LATE CHARGES. All billings referred to in this Lease shall be due to the billing Party upon receipt of such billing. It is understood that all monies due to Landlord under this Lease, including, without limitation, Minimum Annual Rent, Common Area Charges, and Real Estate Tax Expense, are deemed to be Rent. Should Tenant fail to pay any such Rent or other monetary obligations when due, then interest shall accrue from five (5) days after the due date at the rate of fifteen percent (15%) per annum, but not greater than the maximum rate permitted by law (the "Default Rate"), together with a late charge of One Hundred and Fifty and No/100 Dollars (\$150.00) for each month that any amount is late to cover Landlord's extra expense involved in collecting such delinquent sums. All rights and remedies of Landlord specified herein are cumulative and none shall exclude any other rights or remedies allowed by law or equity.

19.2 EVENTS OF DEFAULT. The following shall constitute Events of Default by Tenant:

A. Tenant fails or refuses to pay any Rent, or other monies payable as Rent, Proportionate Shares or otherwise, under this Lease, at the specified time and place and such default should continue for more than five (5) days; or,

B. Tenant fails or refuses to keep and perform any of the other Tenant agreements in this Lease and such default shall continue more than ten (10) days after notice thereof by Landlord to Tenant (provided, however, if the cause of such default involves matters reasonably requiring more than ten

(10) days to correct or cure, Tenant will be deemed in compliance with the notice so long as Tenant has commenced appropriate corrective action within the ten (10) days and is diligently prosecuting completion thereof and completes same within sixty (60) days of Landlord's notice); or,

C. Tenant shall be late twice during any Lease Year in the payment of Rent or other sums or charges due Landlord under this Lease or shall default more than three (3) times in the keeping, observing or performing of any other covenants or agreements herein contained to be kept, observed or performed by Tenant (provided notice of such non-payment or other defaults shall have been given to Tenant, but irrespective of whether or not Tenant shall have timely cured any such payment or other defaults of notice was given); or

D. Tenant or any Guarantor of Tenant's obligations shall file a petition or be judged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency law or admit that it cannot meet its financial obligations as they become due; or a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations; or Tenant shall make a transfer to defraud creditors or shall make an assignment for the benefit of creditors.

19.3 DEFAULT REMEDIES. Upon the occurrence of any Event of Default, Landlord may at its option pursue any one or more of the following remedies, and any and all other rights or remedies accruing to Landlord by law or otherwise, without any notice or demand to the extent permitted by applicable law:

A. Commence eviction proceedings with or without the termination of this Lease. Tenant shall remain liable for the payment of all Rent accruing after any writ of possession as to the Premises is issued to Landlord.

B. Terminate Tenant's right to possession without terminating this Lease. Upon any such termination of Tenant's right to possession only without termination of the Lease, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as provided below, without such entry and possession terminating the Lease or releasing Tenant, in whole or in part, from any obligation, including Tenant's obligation to pay Rent including any amounts treated as Additional Rent, hereunder for the full Term. In any such case, Tenant shall pay forthwith to Landlord, if and when Landlord so elects, a sum equal to the discounted then present value of the Rent, including any amounts treated as Additional Rent hereunder (calculated for this purpose only in an amount equal to the Additional Rent payable during the calendar year most recently ended prior to the occurrence of such Event of Default), and other sums provided herein to be paid by Tenant for the remainder of the stated Term hereof, discounted at a rate of eight percent (8%) per annum. The payment of the foregoing amounts shall not constitute payment of Rent in advance for the remainder of the Term. Instead, such sum shall be paid as agreed liquidated damages and not as a penalty; the Parties agree that it is difficult or impossible to calculate the damages which Landlord will suffer as a result of Tenant's default, and this provision is intended to provide a reasonable estimate of such damages. Tenant waives any right to assert that Landlord's actual damages are less than the amount calculated hereunder; Landlord waives any right to assert that its damages are greater than the amount calculated hereunder. Upon making such payment and after Landlord has received in full the balance of the Rent and other sums it would have received over the remainder of the Term (i.e., the difference between face amount of Rent and Additional Rent due hereunder for the entire Term and the discounted amount paid to Landlord by Tenant), together with the reimbursement or payment of any sums expended by Landlord on account of the cost of repairs, alterations, additions, redecorating, and Landlord's expenses of reletting and collection of the rental accruing therefrom (including, without limitation, any attorney's fees, paralegal fees, broker's commissions, investigative fees and costs incurred, through all appeals, bankruptcy proceedings, tribunals and collection efforts), Tenant shall receive from Landlord the overage of any Minimum Rent received by Landlord from other tenants on account of the Premises during the Term hereof, provided that the amounts to which Tenant shall become so entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to this subsection.

C. Commence proceedings against Tenant for all amounts owed by Tenant to Landlord, whether as Minimum Rent, Additional Rent, damages or otherwise.

D. Terminate the Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Tenant agrees to pay on demand the amount of all loss and damage which Landlord may suffer by reason of the termination of the Term under this Section 19.2 or otherwise.

E. Upon any termination of Tenant's right to possession only, without termination of the Lease, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as provided below, without such entry and possession terminating the Lease or releasing Tenant, in whole or in part, from any obligation, including Tenant's obligation to pay Rent, including any amounts treated as Additional Rent, hereunder for the full Term. In any such case, Landlord may relet the Premises on behalf of Tenant for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such terms and conditions (which may include concessions of free rent and alteration, repair and improvement of the Premises) as Landlord, in its sole discretion, may determine and receive directly the Rent by reason of the reletting. Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of any reletting of the Premises. Tenant further agrees to reimburse Landlord upon demand for any expenditures made by

Landlord for remodeling or repairing in order to relet the Premises and for all other expenses incurred in connection with such reletting (including, without limitation, any attorney's fees, paralegal fees, broker's commissions, investigative fees and costs incurred, through all appeals, bankruptcy proceedings, tribunals and collection efforts). Landlord shall have no obligation to relet the Premises or any part thereof and shall in no event be liable for failure to relet the Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon such reletting. No such refusal or failure shall operate to relieve Tenant of any liability under this Lease. Tenant shall instead remain liable for all Rent and for all such expenses.

F. Enter upon and take possession of the Premises, without being liable for prosecution of any claim for damages or for trespass or other tort.

G. Do or cause to be done whatever Tenant is obligated to do under the terms of this Lease, in which case Tenant agrees to reimburse Landlord as Additional Rent on demand for any and all costs or expenses which Landlord may thereby incur. Tenant agrees that Landlord shall not be liable for any damages resulting to Tenant from effecting compliance with Tenant's obligations under this Section 19.2, whether caused by the negligence of Landlord or otherwise.

H. Enforce the performance of Tenant's obligations hereunder by injunction or other equitable relief (which remedy may be exercised upon any breach or default or any threatened breach or default of Tenant's obligations hereunder).

I. Pursue any other rights and remedies available under applicable law.

19.4 NO WAIVER. No waiver of any agreement of this Lease, or of the breach thereof, shall be taken to constitute a waiver of any subsequent breach of such agreement, nor to justify or authorize the non-observance of any other occasion of the same or any other agreement hereof; nor shall the acceptance of Rent by Landlord at any time when Tenant is in default be construed as a waiver of such default or of Landlord's right to terminate this Lease on account of such default; nor shall any waiver or indulgence granted by Landlord to Tenant be taken as an estoppel against Landlord, it being expressly understood that if at any time Tenant shall be in default hereunder, an acceptance by Landlord of Rent during the continuance of such default or the failure on the part of Landlord promptly to avail itself of such other rights or remedies as Landlord may have, shall not be construed as a waiver of such default, but Landlord may at any time thereafter, if such default continues, terminate this Lease on account of such default in the manner herein provided.

19.5 PAYMENT OF LEGAL FEES. In the event court action relating to this Lease is brought by either Party against the other, the prevailing Party shall be entitled to recover from the non-prevailing Party reasonable attorneys' fees actually incurred, paralegal fees, investigative fees and costs incurred, through all appeals, bankruptcy proceedings, tribunals and collection efforts, the amount thereof to be fixed by the court.

19.6 JURISDICTION. Landlord and Tenant agree that Bibb County, Georgia shall be the venue of any action arising in any way out of this Lease. The Laws of the State of Georgia shall govern the validity, performance and enforcement of this Lease. In the event a dispute arises concerning this Lease, jurisdiction and venue of said dispute shall be proper only in the courts of the State of Georgia located in Bibb County, Georgia, and Tenant consents to the exercise of personal jurisdiction by such courts and hereby waives all defenses related to personal jurisdiction, venue, or *forum non conveniens* in any action involving this Lease or the Guaranty, brought and filed in the courts of Georgia.

19.7 RIGHTS AND REMEDIES OF LANDLORD. The rights and remedies given to Landlord in this Lease are distinct, separate and cumulative remedies, and the exercise of any one or more of them shall not be deemed to exclude Landlord's rights to exercise any or all of the others which are given in this Lease, or at law or in equity, unless such remedies are expressly excluded.

SECTION 20.0 BANKRUPTCY OR INSOLVENCY.

20.1 DEFINITION. This is a lease of real property in a Shopping Center within the meaning of Subsection 365 (b) (3) of the Bankruptcy Code, 11 U.S.C., Section 101 *et. seq* ("**Bankruptcy Code**").

20.2 LANDLORD TERMINATION OPTION. Tenant covenants and agrees that if, at any time, Tenant becomes a debtor under the Bankruptcy Code or is adjudged bankrupt or insolvent under the laws of any state, or makes a general assignment for the benefit of creditors, or if a receiver of Tenant's property in the Premises is appointed and shall not be discharged within thirty (30) days of such appointment, then Landlord may, at its option, declare this Lease terminated and shall forthwith be entitled to immediate possession of the Premises except that if any such proceedings are pursuant to the Bankruptcy Code, then Landlord shall be entitled to all rights and remedies accorded landlords, including without limitation those set forth in said Bankruptcy Code.

20.3 ASSIGNMENT OF LEASE. If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, to the extent provided in this Lease, any and all monies or other considerations payable or otherwise to be delivered in connection with such assignment, (i) shall be paid or delivered to Landlord, (ii) shall be and remain the exclusive property of Landlord, and (iii) shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid or delivered to Landlord. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such

assignee shall, upon demand, execute and deliver to Landlord an instrument confirming such assignment. Upon the happening of Tenant's bankruptcy, insolvency, or any of the contingencies herein enumerated, and whether or not Landlord elects to terminate this Lease, Landlord may apply any Security Deposit under this Lease to any arrears in Rent and a judicial stay shall not have the effect of terminating this option.

SECTION 21.0 TRANSFERS.

21.1 TRANSFERS. Any reference in this Lease to subtenants, licensees, heirs, executors, administrators, successors and assigns notwithstanding, Tenant agrees not to assign this Lease or to sublet the whole or any part of the Premises, or to otherwise transfer its interest in the lease and/or the Premises or any portion thereof, or to permit any other person to occupy the Premises or any part thereof (each such instance being referred to herein as a "Transfer"), without the prior written consent of Landlord. In the event Tenant desires to Transfer this Lease or the Premises, Landlord shall have the right to (a) approve in writing the Transfer, in which case the transferee shall agree, in a form satisfactory to Landlord, to comply with and be bound by all the terms, covenants, conditions, provisions and agreements of this Lease to the extent of the space transferred, and Tenant shall deliver to Landlord promptly after execution, an executed copy of such Transfer and such agreement of compliance, (b) elect not to approve the Transfer, in which event Tenant shall continue to be the tenant under this Lease, or (c) recapture the Premises by written notice of recapture to Tenant, which recapture notice shall cancel and terminate this Lease as of the date stated in such notice. In the event Landlord fails to execute any written consent or approval to Tenant's request to Transfer the Lease or the Premises, such failure to respond to such request shall be deemed to be Landlord's denial of Tenant's request to Transfer the Lease or sublet the Premises, and Tenant shall continue to be the tenant under this Lease. Any Transfer, even with Landlord's written consent and the transferee's execution of the agreement of compliance referred to above, shall not relieve Tenant from liability for payment of Rent or other sums or from the obligation to keep and be bound by the obligations of this Lease (regardless of whether or not such Transfer agreement so provides). Every transferee shall be deemed to have assumed all of the transferor's obligations under the Lease, irrespective of whether such transferee executes the agreement of compliance referred to above. In the event any Transfer, even with the consent of Landlord, results in rental income or other lease charges in an amount greater than that provided for in this Lease, then such excess shall belong to the Landlord and shall be payable to Landlord as Additional Rent herein reserved. The acceptance of Rent from any other person shall not be deemed to be a waiver of any of the agreements of this Lease or to be consent to the Transfer for the benefit of creditors or by operation of law and shall not be effective to transfer any rights to any transferee without prior written consent of Landlord.

In the event Tenant wishes to Transfer this Lease or if Tenant wishes to change any terms of this Lease and Landlord consents to such Transfer and/or term changes, Landlord may charge a reasonable fee, not to exceed One Thousand Dollars and No/100 (\$1,000.00), to help offset any costs Landlord may have in preparing such Transfer or lease amendment, or in examining the information, financial statements, operating history, references, etc., necessary to effectuate same.

21.2 CHANGE OF CONTROL OF NON-PUBLIC CORPORATION. If Tenant is a non-publicly traded corporation and at any time during the Term hereof any part or all of the corporate shares of Tenant shall be transferred by sale, assignment, inheritance, operation of law or other disposition, so as to result in a change in the present effective voting control of Tenant by the person(s) owning a majority of said corporate shares on the Effective Date, Tenant shall promptly notify Landlord of such change, and such transfer shall be subject to Landlord's consent as set out in Section 21.1.

21.3 CHANGE OF CONTROL OF PARTNERSHIP. If Tenant is a partnership and if at any time during the Term hereof the person or persons who, at the time of the execution of this Lease, own or owns the controlling interest or the general partner's interest, as the case may be, ceases to own the controlling interest or the general partner's interest, upon such cessation of ownership, Tenant shall promptly notify Landlord in writing of such change, and such cessation shall be subject to Landlord's consent as set out in Section 21.1.

21.4 CHANGE OF CONTROL OF LIMITED LIABILITY COMPANY. If Tenant is a limited liability company and at any time during the Term hereof (a) the person or persons who, at the time of execution of this Lease, own or owns (i) a majority of the membership interests, or (ii) if Tenant is member-managed, effective voting control of the interests held by the member-managers, ceases to own a majority of the membership interests or effective voting control of the interests held by the member-managers, or (b) if Tenant is manager-managed, there is a change in the effective voting control of Tenant by the present managers, upon such cessation of ownership or change in effective voting control, Tenant shall promptly notify Landlord in writing of such change, and such cessation or change shall be subject to Landlord's consent as set out in Section 21.1.

SECTION 22.0 TITLE, QUIET ENJOYMENT & ACCESS TO PREMISES.

22.1 QUIET ENJOYMENT. If Tenant shall perform all of Tenant's agreements herein specified, Tenant shall, subject to the terms and conditions of this Lease, have the peaceable and quiet enjoyment and possession of the Premises without any manner of hindrance from Landlord or any persons lawfully claiming through Landlord.

22.2 INSPECTION AND SHOWING OF PREMISES. Tenant agrees that Landlord and its agents may inspect the Premises at any reasonable time and that Landlord may make such repairs or improvements to the Premises or any part of the Shopping Center that Landlord may deem desirable or necessary which Tenant has not agreed herein to do or has failed to do. In the event of an emergency, Landlord shall have the right to enter the Premises without Tenant's permission if Tenant is not immediately available. Tenant further agrees that during ninety (90) days preceding the Term termination, Landlord or its agents shall have the right to show the Premises to potential tenants, and to place various notices on the Premises offering the Premises to such tenants.

SECTION 23.0 NO OPTION OR BROKER.

23.1 NO OPTION FOR PREMISES. Submission of this Lease for examination does not constitute a reservation of or option for the Premises and this Lease becomes effective as a lease only upon execution and delivery thereof by Landlord to Tenant.

23.2 BROKERS. Each Party warrants that the sole brokers instrumental in consummating this Lease were The Sembler Company and SRS Real Estate, representing the Landlord, and no broker, representing the Tenant, and that no conversations or prior negotiations were had with any other broker concerning the leasing of the Premises. Each Party agrees to hold the other Party harmless against any claims for brokerage commissions arising out of any conversations or negotiations had by it with any other broker. The indemnification, terms and provisions of this Section shall survive the expiration or earlier termination of this Lease.

SECTION 24.0 SURRENDER OF PREMISES & HOLDING OVER.

24.1 SURRENDER OF PREMISES. Tenant agrees to deliver up and surrender to Landlord possession of the Premises upon termination of this Lease, in as good condition and repair as the same shall be at the Term commencement or may have been put by Landlord during the continuance thereof, ordinary wear and tear excepted. Nothing herein shall be construed as relieving Tenant of any of its maintenance, repair or replacement obligations under this Lease.

24.2 HOLDOVER. In the event Tenant remains in possession of all or any part of the Premises after the expiration of the Term or fails to completely remove its personal property, then Tenant shall be deemed to be occupying the Premises as a tenant at sufferance, at a monthly rental equal to twice the sum of (i) the monthly installment of Minimum Annual Rent payable during the last month of the Term, and (ii) one-twelfth (1/12) of all items of Additional Rent or other charges payable or paid during the last Lease Year. Such continued occupancy shall not defeat Landlord's rights to regain possession of the Premises.

SECTION 25.0 NOTICE & REASONABLE CONSENT.

25.1 NOTICE. Any bill, statement, notice, communication or payment which Landlord or Tenant may desire or be required to give to the other Party shall be in writing and shall be sent to the other Party by either: (a) personal delivery; or (b) nationally recognized overnight delivery service to the address specified in Section 1.0, or to such other address as either Party shall have designated to the other by like notice, and such notice shall be deemed delivered and received: (i) if by personal delivery, on the date delivered, and (ii) if by nationally recognized overnight delivery service, one (1) day after the deposit thereof with all delivery charges prepaid. Nothing contained herein shall limit either Party from serving or posting notices in a manner authorized by Georgia law.

25.2 CONSENT. Whenever this Lease specifies that either Party has the right of consent, said consent shall be effective only if in writing and signed by the consenting Party.

SECTION 26.0 PARTIES: RELATIONSHIP & DEFINITION.

26.1 RELATIONSHIP OF PARTIES. Nothing in this Lease shall be deemed or construed so as to create the relationship of principal and agent, partnership, joint venture or of any association between the Parties, it being agreed that neither the computation of Rent nor any other lease provision nor any act of the Parties shall be deemed to create any relationship between the Parties other than that of landlord and tenant.

26.2 DEFINITION OF PARTIES. The words "Landlord" and "Tenant" shall mean each Party named as the Landlord or Tenant in Section 1.0. If "Tenant" shall be comprised of more than one entity and/or individual, then (i) any notice required or permitted by this Lease may be given by or to any one of such entities or individuals; (ii) the liability of all such entities or individuals shall be joint and several; and (iii) each of such entities and individuals (the "Appointing Party") hereby irrevocably grants to each and every of such other entities and individuals (the "Attorneys in Fact") a power of attorney to execute on behalf of the Appointing Party any and all amendments and modifications of this Lease and all other documents and instruments contemplated hereby on such terms as any of the Appointed Parties may deem satisfactory, in its sole discretion, such grant of a power of attorney being coupled with an interest and being irrevocable in all events. Any document or instrument executed by any one of the Attorneys in Fact shall be fully binding on the granting Party as if it were executed by the granting Party and Landlord may accept any such executed document or instrument without any obligation to investigate the circumstances surrounding its execution. The use of the neuter singular pronoun to refer to either Party shall be deemed a proper reference even though such Party may be an individual, partnership, corporation, trust, or a group of two or more of any of the same. The necessary grammatical changes required to make the provisions of this Lease apply in the plural tense where there is more than one, as aforesaid, and to either corporations, partnerships, individuals, trustees, males or females, shall, in all instances, be assumed as though in each case fully expressed.

SECTION 27.0 LEGAL CONSTRUCTION & FORCE MAJEURE.

27.1 LEGAL CONSTRUCTION. This Lease shall be construed in accordance with the applicable laws of the State of Georgia. This Lease shall not result in the creation of an estate for years in Tenant. Accordingly, Tenant shall have only an usufruct not subject to levy or sale. No estate shall pass out of Landlord to Tenant hereunder. In interpreting this Lease, there shall be no inference, by operation of law or otherwise, that any provision of this Lease shall be construed against either Party. This Lease shall be construed without regard to the identity of the person who drafted the various provisions hereof. Moreover, each and every provision of this Lease shall be construed as though all Parties participated equally in the drafting thereof. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable. The intent or meaning of any

phrase or word capitalized and/or defined in this Lease is consistent with its intent or meaning when initially capitalized or defined. In the event any provision of this Lease conflicts with any applicable law, such conflict shall not affect other provisions of this Lease which can be given effect without such conflicting provision. The section and paragraph numbers and captions are inserted only as a matter of convenience and in no way define or limit the scope or intent of such sections, paragraphs or this Lease. In the event any provision of this Lease is held to be unenforceable by a court of competent jurisdiction, the balance shall remain in full force and effect, and such unenforceable provision shall be construed or reformed by such court in order to give the maximum permissible effect to the intention of the Parties as expressed herein.

27.2 FORCE MAJEURE. If either Party shall be delayed or prevented from the performance of any act required by this Lease by reason of strikes, utility failures, utility company delays, restrictive laws, riots, acts of terrorism, acts of God, governmental delays, inclement weather, or other similar reasons not the fault of the non-performing Party, then the performance time for such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Tenant from prompt payment of Rent or other charges hereunder.

SECTION 28.0 ENTIRE AGREEMENT & PROVISIONS BINDING & TIME OF ESSENCE.

28.1 ENTIRE AGREEMENT. This Lease and any incorporated attachments contain all the agreements between the Parties and cannot be modified in any manner other than by agreement signed by the Parties.

28.2 COUNTERPARTS/ELECTRONIC TRANSMISSION. This Amendment may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument. Signatures transmitted by facsimile or e-mail, through scanned and electronically transmitted, .pdf or .jpg files, shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the parties hereto as if such facsimiled or scanned document were an original executed counterpart.

28.3 BINDING EFFECT. The agreements herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties. Each agreement, term and provision of this Lease shall be construed to be a promise, covenant and condition.

28.4 TIME OF THE ESSENCE. Time is of the essence of this Lease and of each and every covenant, term, condition and provision hereof.

28.5 AUTHORITY OF TENANT. If Tenant is a corporation, partnership or other entity, the person(s) signing this Lease on behalf of such entity hereby warrants that he has full authority from such entity to sign this Lease and obligate the entity hereunder, and where the Tenant is comprised of two or more persons or entities, the said person(s) and the entity shall be jointly and severally liable for all Rent and any and all other amounts that may be due and owing to Landlord under the terms of this Lease, including attorneys' fees and costs.

SECTION 29.0 ALTERATIONS AND IMPROVEMENTS.

29.1 ALTERATIONS. Except for minor, non-structural alterations to the interior of the Premises totaling less than \$5,000.00 in the aggregate, Tenant shall not make any alterations, additions or decorations to the Premises without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. In connection with the Tenant's initial work at the Premises required for opening, the Tenant agrees to submit its plans and specifications in permitable form to the Landlord for approval within thirty (30) days from the date of receipt of Landlord's plans, and further agrees to apply for and diligently and expeditiously pursue all of its required permits and other governmental approvals within ten (10) days of receipt of the Landlord's approval of its plans. For all subsequent Tenant alterations, at least thirty (30) days prior to commencement of Tenant's Work by Tenant, Tenant shall submit detailed plans of all work to be done by Tenant in the Premises to Landlord for approval. All of the Tenant's plans shall be in compliance with all applicable governmental and quasi-governmental rules and regulations including, without limitation, the Americans with Disabilities Act of 1990, as now or hereafter amended, and the rules and regulations from time to time promulgated thereunder. Landlord shall have ten (10) business days from the receipt of the plans to approve or make specific objections. In obtaining Landlord's approval pursuant to this Section 29.1, at the time the Landlord's approval is sought the Tenant shall present to Landlord (i) plans and specifications for such work, and (ii) evidence of insurance in such a form and amount as the Landlord may reasonably require. Prior to commencement of any work, Tenant shall present evidence satisfactory to the Landlord that the Tenant has obtained, at its expense, all necessary permits and other governmental approvals for the work. Tenant's work and installations shall not impede or interfere with any work in other parts of the Premises or the whole Shopping Center and any alterations, additions and decorations or other work performed by Tenant shall be conducted in accordance with laws and shall not cause closing, interruption or impairment of Tenant's normal conduct of business. Tenant shall comply with all reasonable requirements of the Landlord in completing all of its work. The Tenant shall promptly repair, at its expense and to the satisfaction of the Landlord, any damage to the Premises, Shopping Center or any mechanical systems and facilities thereof resulting from any work undertaken by the Tenant.

29.2 DELETED.

SECTION 30.0 NON-COMPETE.

Tenant covenants and agrees that during the Term of this Lease neither Tenant nor Tenant's management, nor any person or entity controlled by Tenant or controlling Tenant, or controlled by the same person or entity or persons or entities who control Tenant, will directly or indirectly own, operate, be employed in, direct or serve any other place of business, the same, or similar to, or competitive with, Tenant's business as set forth herein, within a radius of one

(1) mile from the outside boundaries of the Shopping Center, which distance shall be measured in a straight line without reference to road mileage. In the event that this covenant is violated, then, in addition to any other remedy Landlord may have, the Minimum Annual Rent provided for in this Lease shall be increased by fifty percent (50%).

SECTION 31.0 WAIVER OF JURY TRIAL.

Tenant waives the right to trial by jury in any action, proceeding or non-compulsory counterclaim involving any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or involving the right to any statutory relief or remedy to the fullest extent permitted by applicable law. Further, Tenant hereby waives the right to interpose any non-compulsory counterclaim in any summary proceeding or action instituted by Landlord against Tenant or in any action instituted by Landlord for unpaid Rent under this Lease to the fullest extent permitted by applicable law.

SECTION 32.0 HAZARDOUS SUBSTANCES.

32.1 HAZARDOUS SUBSTANCES DEFINED. The term "**Hazardous Substances**", as used in this Lease, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCB's), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any government authority.

32.2 TENANT OBLIGATIONS.

A. Tenant's Restriction: Tenant shall not cause or permit to occur:

(i) Any violation of any federal, state or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under or about the Premises or the Shopping Center, or arising from Tenant's use or occupancy of the Premises, including but not limited to, soil and ground water conditions; or

(ii) The use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance without Landlord's prior written consent, which consent may be withdrawn, conditioned or modified by Landlord in its sole and absolute discretion in order to insure compliance with all applicable Laws, as such Laws may be enacted or amended from time to time. No such action by Landlord and no attempt by Landlord to mitigate damages under any Law shall constitute a waiver of any of Tenant's obligations or Landlord's rights under this Section 32.2.

B. Environmental Clean-up:

(i) Tenant shall, at Tenant's own expense, comply with all laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances.

(ii) Tenant shall, at Tenant's own expense, make all submissions to provide all information required by and comply with all requirements of all governmental authorities.

(iii) Should any governmental authority or any third party demand a cleanup plan be prepared or undertaken anywhere in the Shopping Center because of any deposit, spill, discharge or other release of Hazardous Substances that occurs during the Term, at or from the Premises or which arises at any time from Tenant's use or occupancy of the Premises, or as a result of Tenant's actions, or the actions of its employees, customers, invitees, contractors, agents, successors and/or assigns anywhere at the Shopping Center, Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances and Tenant shall carry out all such cleanup plans.

(iv) Tenant shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances requested by Landlord. If Tenant fails to fulfill any duty imposed under this Section 32.2 within thirty (30) days following Landlord's request, Landlord may proceed with such efforts and in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the Laws to the Premises and Tenant's use thereof and for compliance therewith and Tenant shall execute all documents promptly upon Landlord's request and any expenses incurred by Landlord shall be payable by Tenant as Additional Rent. No such action by Landlord and no attempt by Landlord to mitigate damages under any Law shall constitute a waiver of any of Tenant's obligations or Landlord's rights under this Section 32.2.

C. Tenant's Indemnity:

(i) Tenant shall indemnify, defend and hold harmless Landlord, its respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims and actions of every kind and all costs associated therewith, including attorneys' and consultants' fees, arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances that occurs during the Term, at or from the Premises or which arises at any time from Tenant's use or occupancy of the

Premises or from Tenant's failure to provide all information, make all submissions and take all steps required by all authorities under the Laws and all other environmental laws, or as a result of Tenant's actions, or the actions of its employees, customers, invitees, contractors, agents, successors and/or assigns anywhere at the Shopping Center.

(ii) Tenant's obligations and liabilities under this Section 32.2 shall survive the expiration or other termination of this Lease.

SECTION 33.0 CONSENT NOT UNREASONABLY WITHHELD.

Except as otherwise specifically provided, whenever consent or approval of Landlord or Tenant is required under the terms of this Lease, such consent or approval shall not be unreasonably withheld or delayed. Tenant's sole remedy if Landlord unreasonably withholds or delays consent or approval shall be an action for specific performance, and Landlord shall not be liable for damages. If either Party withholds any consent or approval, such Party shall on written request deliver to the other Party a written statement giving the reasons therefor.

SECTION 34.0 CONFIDENTIALITY.

34.1 CONFIDENTIALITY OF FINANCIAL TERMS. Tenant acknowledges and agrees that the financial terms of this Lease, and any renewals, extensions and amendments thereto, are confidential information of Landlord and shall remain confidential and proprietary to Landlord, and Tenant agrees to hold and keep such information confidential. Confidential Information refers to, without limitation, this Lease and all amendments, modifications, renewals and extensions thereof, all payments under this Lease, all financial, technical and any and all other information concerning Landlord's operations including (without limitation) all analysis, correspondence, market studies or other material prepared by Landlord or its representatives (the "**Confidential Information**"). Confidential Information shall not include information which, becomes generally available to the public, except as a result of the disclosure of such information by Tenant or its respective representatives in violation of this paragraph. Tenant may disclose the terms of this Lease to potential sources of debt or equity financing, with Landlord's prior written consent, which such consent shall not be unreasonably withheld. Tenant shall, however, explain its confidentiality obligations under this Lease and use best commercially reasonable efforts to have the sources of debt and/or equity financing consent and acknowledge to the Landlord that they are bound by the terms herein and subject to the damage provisions set forth.

34.2 REQUEST FOR CONFIDENTIAL INFORMATION. In the event that Tenant or anyone to whom Tenant may supply any portion of the Confidential Information receives a request, pursuant to the terms of a subpoena, order, civil investigative demand or similar process issued by a court of competent jurisdiction or by governmental body to disclose anything under this Lease required to be held confidential, Tenant agrees to immediately notify Landlord of such request, consult with Landlord on the advisability of taking legally available steps to resist or narrow such request, and if disclosure of such information is compelled, Tenant shall use reasonable efforts to obtain an order that confidential treatment will be accorded the Confidential Information required to be disclosed. Tenant hereby indemnifies Landlord with respect to, and shall indemnify and hold Landlord harmless against and from, any damage, cost, or liability incurred by Landlord by reason of the breach of confidentiality.

SECTION 35.0 PATRIOT ACT

35.1 CERTIFICATION. Each Party hereby certifies that: (i) It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, Specially Designated National and Blocked Person, or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) It is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

35.2 INDEMNIFICATION. Each Party hereby agrees to defend, indemnify and hold harmless the other Party from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

35.3 TENANT REPRESENTATION. Tenant hereby represents and warrants to Landlord that Tenant is not, and the entities or individuals constituting Tenant or which may own or control Tenant or which may be owned or controlled by Tenant are not, among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists.

SECTION 36.0 NO PERSONAL LIABILITY OF LANDLORD.

THERE SHALL BE NO PERSONAL LIABILITY OF LANDLORD (OR ITS MEMBERS, MANAGERS, PARTNERS, OFFICERS OR DIRECTORS) IN RESPECT TO ANY OF THE AGREEMENTS OF THIS LEASE. TENANT SHALL LOOK SOLELY TO THE EQUITY INTEREST OF LANDLORD IN THE SHOPPING CENTER AND/OR ANY NET PROFITS DERIVED BY LANDLORD FROM THE SALE OR TRANSFER OF SUCH PROPERTY FOR THE SATISFACTION OF THE REMEDIES OF TENANT IN THE EVENT OF A BREACH BY LANDLORD, AND IN NO EVENT SUE FOR CONSEQUENTIAL, SPECIAL, PUNITIVE OR TREBLE DAMAGES.

SECTION 37.0 OPTION TO RENEW.

37.1 Provided Tenant is not in default of any provisions of this Lease, and Tenant has not been in default of this Lease more than three (3) times for a period of ten days or more after receiving notice from the Landlord during the

Initial Term or the then current option period, as applicable, Landlord grants to Tenant the right to extend this Lease for two (2) periods of five (5) years each under the same terms and conditions as the Initial Term, except that Minimum Annual Rent shall be as stated in Section 2.4 hereof.

37.2 If Tenant elects to exercise these options, Tenant shall notify Landlord in writing at least six (6) months prior to the end of the Initial Term or the then current option period, as applicable. If this Lease is terminated during the Initial Term or any extensions thereof for any reason whatsoever, Tenant shall have no rights to extend this Lease pursuant to this Section. Tenant's failure to provide the written notice as required herein shall render such option null and void.

SECTION 39.0 PHASE II DEVELOPMENT

Notwithstanding the foregoing, Tenant acknowledges that the area depicted on **Exhibit "A"** as "Phase II" may not be part of the initial development of the Shopping Center and therefore, is not currently included within the definition of the Shopping Center. Landlord currently has a right to purchase Phase II. In the event Landlord, or any affiliate of Landlord, exercises its right to purchase Phase II, then upon such acquisition, Phase II may, at Landlord's option, be incorporated as part of the definition of the "Shopping Center" for purposes of this Lease and Tenant acknowledges that Landlord may construct any building and other improvements within Phase II. Landlord and Tenant agree to execute an amendment to Lease that will memorialize the incorporation of Phase II into the definition of the Shopping Center, if applicable.

SECTION 40.0 TENANT INCENTIVE PAYMENT.

Landlord agrees to provide Tenant with the Tenant Incentive Payment on the terms and conditions set out in Section 9 of Exhibit B to this Lease.

SECTION 41.0 TENANT'S GREASE TRAP

37.1 Tenant will furnish and install an in-ground grease trap and filters (the "**Grease Trap**") in a manner and location approved by Landlord as part of Tenant's plan approval.

- (a) From and after the Possession Date, Tenant, at Tenant's sole cost and expense shall (i) maintain and repair the Grease Trap in a clean and sanitary condition and in good working order throughout the Term of this Lease, and (ii) replace the Grease Trap during the Term of this Lease as such replacement may be necessary. With respect to Tenant's aforesaid maintenance, repair and replacement obligations with regard to the Grease Trap, Tenant shall at all times, be in compliance with any and all rules, regulations, laws and ordinances issued by any governmental authority having jurisdiction over the Shopping Center affecting the same.
- (b) Tenant shall at all times, at its expense, retrofit, replace and/or repair such systems, equipment, and all components thereof as required to maintain its connection to Landlord's grease trap in good working order and repair.
- (c) Tenant hereby agrees, at Tenant's sole cost and expense, to obtain and maintain a professional service contract from a reputable grease trap service company (the "**Service Contract**"), which shall provide for the ongoing, systemic and proper service, maintenance, repair and cleaning of the Grease Trap. Within twenty (20) days of Landlord's request, Tenant shall furnish to Landlord a copy of the Service Contract along with copies of paid receipts for the Service Contract, which shall show the current effective date and expiration date thereof. If Tenant fails to (i) deliver a copy of the Service Contract along with copies of paid receipts for the Service Contract to Landlord as described above, or (ii) perform the required maintenance, repair or replacement obligations concerning the Grease Trap, Landlord, after delivery of written notice to Tenant, may perform these obligations and Tenant shall immediately reimburse Landlord the reasonably incurred costs associated therewith within twenty (20) days of Landlord's request to Tenant of such reimbursement along with a fifteen percent (15%) administrative fee.
- (d) Tenant shall defend, indemnify and hold Landlord harmless from any and all liability that may arise as a result of Tenant's, its employees', agents', or contractors' service, maintenance, repair, cleaning, use and/or replacement of the Grease Trap. Landlord shall not assume responsibility for the security of the Grease Trap, and Tenant shall bear the full risk of loss as regards to theft, vandalism or damage from any other cause.

37.2 In addition to the foregoing, Tenant shall collect and maintain all of Tenant's above ground grease collection within the Premises. Tenant shall install a first class grease collection system brand (the "**Grease Collection System**") within the Premises so that such Grease Collection System will transfer used cooking oil directly from Tenant's fryer or other restaurant equipment into the Grease Collection System's holding tank. Furthermore, Tenant shall cause to be maintained a service agreement for the regular removal of grease and other build up that is collected within the Grease Collection System. Tenant acknowledges and agrees that at no time shall there be any above ground grease collectors in the Common Areas for Tenant's use. Tenant shall defend, indemnify and hold Landlord harmless from any and all liability that may arise as a result of Tenant's, its employees', agents', or contractors' service, maintenance, repair, cleaning, use and/or replacement of the Grease Collection System. Landlord shall not assume responsibility for the security of the Grease Collection System, and Tenant shall bear the full risk of loss as regards to theft, vandalism or damage from any other cause.

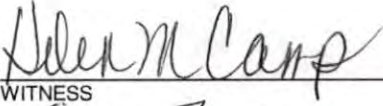
EXHIBITS.

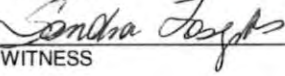
The following Exhibits are attached hereto and hereby form a part of this Lease:

Exhibit A – Site Plan of the Shopping Center showing the Premises and Phase II
Exhibit B – Construction
Exhibit C – Sign Criteria
Exhibit D – Exclusives and Restricted Uses
Exhibit E – Unconditional Affidavit and Waiver of Lien
Exhibit F – Guaranty of Lease

IN WITNESS WHEREOF, Landlord and Tenant have executed this document as of the date hereinabove written, each acknowledging receipt of an executed copy hereof.

WITNESSES:



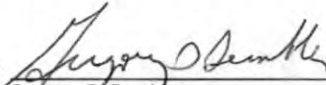
WITNESS


WITNESS

LANDLORD:

NORTH MACON PLAZA, LLC, a Florida limited liability company

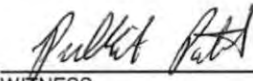
By: The Sembler Company, a Florida corporation, its Manager

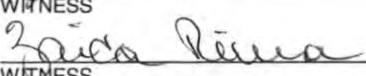
By: 

Gregory S. Sembler
Its Chairman

Date: January 7 2020

WITNESSES:



WITNESS


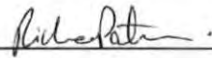
WITNESS

WITNESS

WITNESS

TENANT:

THE BIG GYRO INC., a Georgia corporation

By: 

Its Member

By: _____
Its

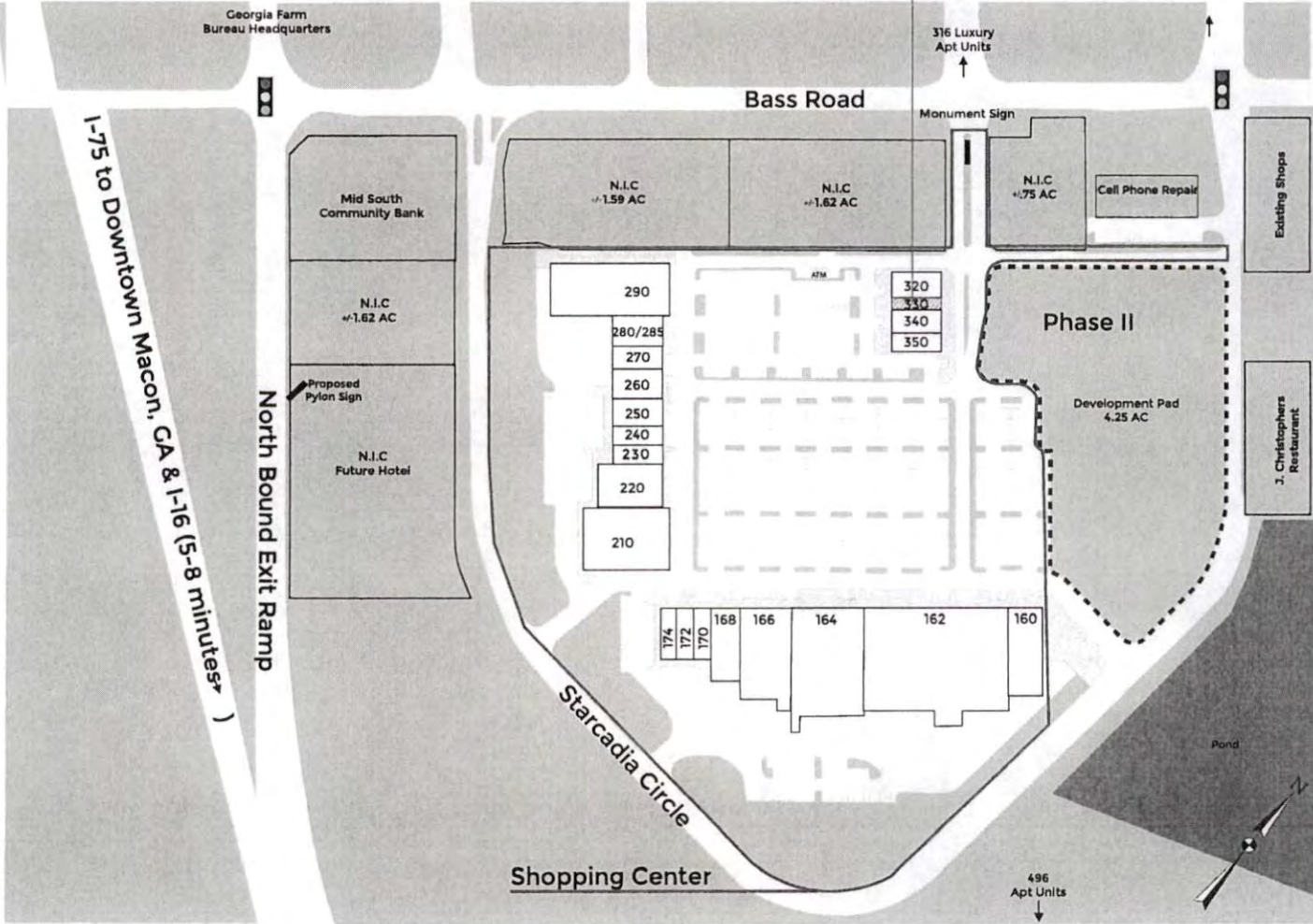
Date: _____

EXHIBIT A
SHOPPING CENTER AND PREMISES
AND PHASE II

North Macon Plaza, Macon, GA

PREMISES

Exhibit A



**EXHIBIT B
AS IS DELIVERY**

Tenant accepts the Premises in its "**AS IS**" condition with the following exceptions:

1. No alterations or modifications may be made to the Premises by Tenant without Landlord's prior written consent. All future damage or functional discrepancies which may occur due to the aforementioned unauthorized alterations or modifications, and all associated costs thereof, shall be borne entirely by Tenant.
2. Any modifications or construction to the Premises, as outlined below, shall be in accordance with State and Local Building Codes, The Americans with Disabilities Act, and constructed in a first-class manner.
3. In the event Tenant performs work in the Premises, Tenant shall be obligated to submit plans and/or specifications (prepared at Tenant's expense) to Landlord for Landlord's approval prior to the commencement of any modification or construction. The plans and/or specifications shall be prepared by a Registered Architect, if the project warrants, as determined by the Landlord or the local municipality having jurisdiction.
4. In the event Tenant performs work in the Premises, Tenant shall be obligated to use contractors and suppliers that are licensed to do business in the municipality wherein the Premises are located. Tenant shall submit all reasonable information (Licenses, Certificate of Insurance, list of sub-contractors, etc.) to Landlord for its review and approval prior to the commencement of any modification or construction.
5. No Tenant equipment is permitted outside the Premises or on the roof of the Premises except as may be specifically approved by Landlord in writing. NO ROOF CUTS may be made without Landlord's written approval, and if approved, such cuts must be made, at Tenant's expense, by a qualified roofing contractor approved by Landlord. Tenant agrees to indemnify and save harmless Landlord from damages stemming in any manner from such cuts.
6. Tenant shall furnish, install and maintain fire extinguishers and smoke alarms in strict accordance with Landlord's insurance underwriter's requirements; local, state and national codes; and N.F.P.A. requirements and in strict accordance with any such future requirements. Any additional fire protection required by Tenant's business shall also be at Tenant's expense.
7. In the event Tenant performs work in the Premises, Tenant shall furnish to the Landlord at the completion of the modification or construction one of the following as provided by the Local Building Department: A Certificate of Occupancy; the Building Permit with final inspections signed off; or a letter from the Building Department stating that all work has been inspected and approved. Tenant shall also furnish to the Landlord a Final Lien Waiver or Waivers as applicable, from Tenant's contractors.
8. Tenant acknowledges and agrees that Tenant shall be responsible at its expense for any and all impact fees payable with respect to the Premises and/or the Tenant's use in excess of those paid by the Landlord to date.
9. Landlord will provide the Tenant with an incentive payment in the amount of One Hundred Dollars (\$100.00) per square foot (the "**Tenant Incentive Payment**"), to be used by the Tenant for actual, verifiable third party costs incurred to complete leasehold improvements in its Premises and to be paid to Tenant within thirty (30) days after all of the following have been met: (i) Tenant opens for business in accordance with the Lease; (ii) Tenant requests the Tenant Incentive Payment in writing together with invoices evidencing amounts spent; (iii) Tenant has completed any work required by the Lease and has provided evidence that all permits for Tenant's work have been closed; (iv) all damage to the Landlord's property or common areas caused by Tenant while doing its work is repaired; (v) Tenant has paid the first monthly installment of Minimum Annual Rent following the Conditionally Excused Rent; (vi) Tenant has provided Landlord with final unconditional releases of Lien from all materialmen and/or laborers in the form attached hereto as Exhibit E; (vii) Tenant has provided Landlord with its certificate of occupancy; and (viii) Tenant is not in default under the Lease.

Tenant shall have ninety (90) days from the later of the Commencement Date or the date that Tenant's Work is substantially completed (as evidenced by a certificate of occupancy) to submit to Landlord its request for the Incentive Payment and comply with the criteria set forth in (i) through (viii) herein above. In the event that Tenant does not submit to Landlord its request for the Incentive Payment and comply with the criteria set forth in (i) through (viii) herein above within said ninety day period then Landlord shall not be obligated to pay to Tenant the Incentive Payment and Tenant shall forever waive its right to collect the Tenant Incentive Payment from Landlord. In the event of a termination of the Lease due to Tenant's default hereunder, Tenant shall, upon ten (10) days' written notice from Landlord, refund to Landlord the unamortized portion of the Tenant Incentive Payment previously paid to Tenant. All amortizations in this paragraph shall be on a straight-line basis, over a period equal to the initial Term of this Lease.

EXHIBIT "C"

SIGN CRITERIA NORTH MACON PLAZA

THE PURPOSE OF THIS EXHIBIT IS TO ESTABLISH CERTAIN PARAMETERS
FOR TENANT SIGN LOCATION, CONSTRUCTION, AND INSTALLATION.

1. **Number of signs:** Per Section 10.3 of the Lease.
 - a. Exterior Parapet Sign
2. **Location**
 - a. **EXTERIOR PARAPET SIGN:** At marquee signband facing parking lot, flush mounted to parapet fascia. Copy and design approved by Landlord and the local municipality. Final shop drawings shall be submitted to the local municipality to obtain a signage permit. Copy of signage permit required on site at time of installation.
3. **Sign Area Limitations**
 - a. **Exterior Parapet Sign**
 - 1) **Height:** 24" Maximum Height of Letters unless otherwise approved by Landlord for stores with less than 30'-0" of Frontage, and 30" Maximum Height of Letters unless otherwise approved by Landlord for stores with more than 30'-0" of frontage.
 - 2) **Length:** As approved by Landlord, but no greater than the store frontage minus 4'0" (i.e., 2'0" in from the Tenant separation walls on each side).
 - 3) **Area:** Total sign area to may be 1-6% of the tenant's front building façade subject to the approval of the local municipality approval.
 - 4) **Centerline:** Centered on storefront.
 - 5) **Baseline:** Signage centered vertically on the sign façade area, see elevations.
4. **Construction**
 - a. **Exterior Parapet Sign**
 - 1) Internally illuminated with double neon tubing 15 mm, UL listed wiring; color to match plastic face.
 - 2) Plastic Face: 3/16" thick mounted on front or as approved by Landlord. Colors will be limited to Red, Black, Green, Blue, Orange or White. Landlord to approve colors.
 - 3) Fabricated channel letters .063" thick aluminum; 4" Dark Bronze aluminum returns. Trim cap to be dark bronze to match returns.
 - 4) **No exposed raceways shall be constructed.**
 - 5) Fluorocarbon Paint Interior: High Gloss White.
 - 6) All signs and installations to be U.L. approved.
 - 7) Tenant must submit name of Sign Company and detailed sign design shop drawing, including elevation, cross section, and connection detail to Landlord for approval prior to fabrication.
 - 8) All exterior parapet signs shall comply with the local municipality.
5. **Style**
 - a. Exterior Parapet Sign will be "HELVETICA BOLD", ALL UPPER CASE LETTERING, or other style only if expressly approved in writing by Landlord.
6. **Size**
 - a. Exterior Parapet Sign: Less than 30' of frontage
 - 1) 24" Maximum height.
 - 2) 7" Maximum stroke; 3" minimum stroke, other size only if expressly approved in writing by Landlord.
 - 3) 4" maximum depth.
 - b. Exterior Parapet Sign: More than 30' of frontage
 - 1) 30" Maximum height unless approved by Landlord.
 - 2) 7" Maximum stroke; 4" minimum stroke, or other size only if expressly approved in writing by Landlord.
 - 3) 4" maximum depth
 - c. In no case may the Tenant's exterior sign exceed 6% of the Tenant's front building facade.
7. **Electrical**
 - a. Power supply to one (1) junction box provided by Landlord (see Landlord electrical drawings for location of junction box). Sign furnished, installed and connected by Tenant. Final electrical connections to signage (which is the responsibility of Tenant) are to be performed by a licensed electrician and approved by the building inspector.
 - b. U.L. listed Electrode Boots with Hi Voltage Pre-Sleeved Cable are to be used on all neon tube electrodes and electrical wiring application. ½" flex conduit and fittings will be used to pass through parapet wall to P2 Type Transformer contained in remote transformer box (see diagram).
8. **Mounting - Exterior Parapet Sign**
 - a. To be securely flush-mounted to building fascia.
 - b. All penetrations through building to be sealed completely with sealant.
 - c. **No exposed raceways.**

EXHIBIT C-1
SIGN MOUNTING DETAIL
TYPICAL CROSS SECTION

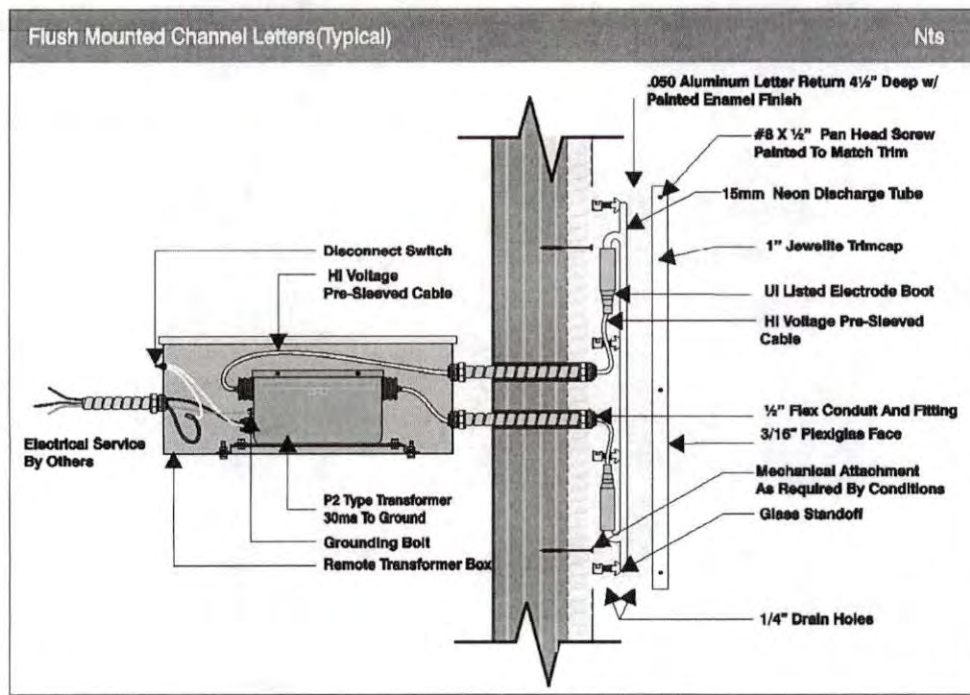


EXHIBIT D**EXCLUSIVES AND RESTRICTIONS**

Notwithstanding anything to the contrary contained in this Exhibit, where an exception to a prohibition or restriction is provided for in this Exhibit and such exception is limited so as to only apply to a limited number of premises or users, a maximum number of square feet of floor area, or a limited percentage of the areas of the Shopping Center, such exception is reserved for Landlord to be allocated as Landlord sees fit, and Tenant shall not have the right to use its premises in reliance on such exception in the absence of an express provision permitting such reliance in this Lease.

PROHIBITED USES:**1. MARSHALLS/HOMEGOODS:**

4. (A) Landlord agrees that the Shopping Center, shall not be used (a) for any non-retail purposes (provided, however, repairs, alterations and service offices incidental to retailing including, without limitation, insurance offices, nail and hair salons, title company offices, banks and small loan offices, dental and orthodontic offices, chiropractic offices, optometrist offices, tax consulting offices and financial consulting offices (collectively, "**Service Uses**"), shall not be prohibited so long as not more than ten thousand (10,000) square feet of floor area in the Shopping Center, in the aggregate, shall be used for Service Uses and shall be located at least one hundred feet (100') from the Demised Premises), or (b) for any entertainment purposes such as a bowling alley, skating rink, cinema, bar (collectively "**Entertainment Uses**") (except (i) that Entertainment Uses shall be permitted so long as not more than ten thousand (10,000) square feet of floor area in the Shopping Center, in the aggregate shall be used for Entertainment Uses and no such Entertainment Use shall be located within one hundred fifty feet (150') of the Demised Premises, and (ii) a bar that is otherwise incidental to the operation of an otherwise permitted Restaurant shall be permitted, and (iii) one concept such as World of Beer or similar concept as is typically operated in first class shopping centers shall be permitted provided that the World of Beer or such similar concept is at least two hundred feet (200') from the Demised Premises), nightclub (however, one World of Beer or similar concept permitted pursuant to the foregoing), discotheque, amusement gallery (provided however that a children's entertainment use such as a "Chuck E. Cheese" shall be permitted so long as such use located more than one hundred fifty feet (150') from the Demised Premises), poolroom, health club (provided, however, one (1) health club operating like a "Curves", "Orange Theory", "Ballet Barre" or similar operation shall be permitted provided the same does not exceed four thousand (4,000) square feet of floor area and is located more than one hundred fifty feet (150') from the Demised Premises), massage parlor (provided however that therapeutic massages offered by legitimate operators such as "Massage Envy" or legitimate operators in a day spa, and located more than one hundred fifty feet (150') from the Demised Premises, shall be permitted), sporting event, sports or game facility, off-track betting club, or (c) for any establishment which sells or displays pornographic materials (except that the incidental sale or display of adult materials in not more than ten percent (10%) of a book or video store that is part of a national or regional book or video store chain similar in quality to a "Barnes & Noble" shall be permitted), or (d) for any establishment which sells or dispenses marijuana, or (e) for any establishment which sells or displays used merchandise or second hand goods (provided however, that this restriction shall not apply to a store typically found in a first class shopping center that sells reconditioned and/or gently used merchandise together with new merchandise such as a jewelry store and/or vintage clothing store selling items on consignment like "Plato's Closet" or "Play It Again Sports", nor shall it prevent a video/recording store from engaging in a CD or video exchange program or the sale or trading of video games by "EB Games" and/or "GameStop" but specifically are prohibited are operations like "Salvation Army" or "Goodwill"). Up to twenty thousand (20,000) square feet of floor area, in the aggregate, of Restaurants or establishments selling food prepared on premises for consumption on or off premises shall be permitted so long as they are located more than one hundred fifty feet (150') from the Demised Premises. (Collectively the uses described herein are referred to as the "**Prohibited Uses**".)

2. MICHAELS:**PROHIBITED USES**

- funeral establishment;
- automobile sale, leasing, repair or display establishment or used car lot, including body repair facilities and quick-lube and tire and battery facilities, provided, however, the foregoing shall not be deemed to prohibit a "Tesla" or similar showroom from operating within the Shopping Center;
- auction or bankruptcy sale, unless pursuant to a court order;
- pawn shop;
- outdoor circus, carnival or amusement park, or other outdoor entertainment facility;
- outdoor meetings (excluding any use of a patio area incidental to another use);

- bowling alley;
- primarily pool or billiard establishment;
- shooting gallery;
- off-track betting (provided that state sponsored lottery tickets shall not be prohibited);
- refinery;
- adult bookstore or facility selling or displaying pornographic books, literature, or videotapes (materials shall be considered "adult" or "pornographic" for such purpose if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality);
- massage parlor, except this shall not prohibit massages in connection with a day spa, hair salon, massage therapy service provider that is typically found in first-class shopping centers such as Massage Envy or similar operator of good moral character, or by a chiropractor or similar medical provider;
- any residential use, including but not limited to living quarters, sleeping apartments or lodging rooms;
- theater;
- auditorium, meeting hall, ballroom, day care facility, school or other place of public assembly, provided, however, the foregoing shall not be deemed to prohibit one (1) tutoring or other educational facilities, such as Sylvan or Kurmon Learning Center occupying not more than five thousand (5,000) Leasable Square Feet;
- agency, department or bureau of any governmental authority or unemployment agency, service or commission;
- full-service gymnasium or health club, provided, however, the foregoing shall not be deemed to prohibit (i) not more than one (1) health or wellness center such as, without limitation, a Yoga studio, karate center or similar operator with exercise equipment and/or offering personal training/fitness classes and occupying not more than five thousand (5,000) Leasable Square Feet, and (ii) one (1) full-service gymnasium or health club such as, without limitation, "Crunch Fitness" located within the "Permitted Health Club Area" depicted on Exhibit B or within Phase II depicted on Exhibit B and occupying not more than thirty thousand (30,000) Leasable Square Feet;
- dance hall or dance studio, provided, the foregoing shall not be deemed to prohibit a tenant from offering dance lessons or exercise sessions incidental to another use;
- cocktail lounge, bar, disco or night club, provided, however, the foregoing shall not be deemed to prohibit a bar incidental to a permitted restaurant use;
- bingo or similar games of chance, but lottery tickets and other items commonly sold in retail establishments may be sold as an incidental part of business;
- video game or amusement arcade, except as an incidental part of another primary business;
- skating or roller rink;
- car wash, car repair or car rental agency;
- temporary or seasonal stores which sell holiday (including without limitation, Christmas and/or Halloween) themed décor, decorations, costumes, artificial Christmas trees, Christmas lights, Christmas ornaments, and/or holiday themed party goods including, without limitation, the following stores: Spirit Halloween stores, Always Christmas stores and similar operators;
- dollar store, including price point retailers (for example, but without limitation, Dollar Tree, Family Dollar, Dollar General, and Bill's Dollar, etc.), but specifically excluding a "Five Below" which shall be permitted within the Shopping Center but not within two hundred feet (200') of the Premises, second hand store, close-out store, auction house or flea market, provided, however, the foregoing shall not be deemed to prohibit reputable national second hand stores such as "Play It Again Sports", "Plato's Closet" or a reputable used book store, nor shall the prohibition on a "close-out store" apply to any Marshalls, TJ Maxx, Homegoods, Homesense, or Sierra Trading Post store operated by Marshalls of MA, Inc., and/or its affiliates and their successors and/or assigns;
- any operation or business which requires a governmental permit, license and/or authorization to prepare and/or serve food for either on or off-site consumption and within two hundred (200) lineal feet from the Premises, provided, however, the foregoing shall not be deemed to preclude any café incidental to another permitted use and one (1) quick-serve restaurant not to exceed two thousand five hundred (2,500) Leasable Square Feet;
- any establishment which sells or dispenses marijuana or drug related paraphernalia;

- auction house (subject to #3 above) or flea market; or
- non-retail use, except for Service Retail (defined below) so long as the area devoted to Service Retail does not exceed ten percent (10%) of the Leasable Square Feet of the Shopping Center; for purposes of this provision, the term "**Service Retail**" means any use which primarily sells services as opposed to merchandise, such as, without limitation, salons, photo studios, financial institutions, real estate, medical, dental or optometrist offices, stock brokerage and title companies, travel and insurance agencies; and office space used by an occupant for administrative purposes, and which is not open to the general public, shall not be considered non-retail use for purpose of this limitation.

3. FIVE BELOW:

7.4 As of the date hereof and during the Term of this Lease, Landlord shall not lease, rent, occupy or permit to be occupied or used, any space in the Shopping Center for the following uses: (a) bowling alley (unless incidental to a movie theater use or restaurant use and as part of a bowling alley otherwise permitted herein); however, a first class operator such as Pinstripes shall be permitted so long as the same is not located within two hundred feet (200') of any demising wall of the Premises; (b) arcade, unless incidental and part of a movie theater; (c) tavern or bar, unless such use is incidental to a restaurant use or a micro-brewery so long as the same is not located within two hundred fifty (250) feet of any demising wall of the Premises; (d) health club, spa or gymnasium; provided, however, the following: one (1) health club, and one (1) nationally recognized, reputable and upscale spa that does not offer massages of a sexual or illegal nature, or a gymnasium shall be permitted so long as the same are not located within two hundred feet (200') of any demising wall of the Premises; (e) night club or discotheque; (f) any "second hand" or "surplus store"; provided, however, national or regional operators such as Plato's Closet, Play it Again Sports, and Gamestop shall be permitted; (g) any mobile home park, trailer court, labor camp, junkyard, or stockyard; (h) any dumping, disposing, incineration, or reduction of garbage (exclusive of dumpsters and related trash removal equipment located in the rear of any building); (i) any fire sale, bankruptcy sale or auction house operation unless operated pursuant to a court order or similar order; (j) any laundromat; however, a store accepting drop-offs and performing cleaning off of Shopping Center grounds shall be permitted so long as the same is not adjacent to the Premises; (k) any automobile, truck, trailer or R.V. sales, leasing, rental, cleaning, display or repair; (l) any skating rink; (m) any living quarters, sleeping apartments, or lodging rooms; (n) any veterinary hospital, animal raising facilities or pet store (a first-class, nationally or regionally recognized and reputable pet store such as "Petco", "PETSMART", "Pet Supplies Plus" or "Pet Supermarket" is permitted so long as it is not located adjacent to the Premises); (o) any mortuary; (p) check cashing, unless such use is incidental to a bank; (q) a store primarily utilized for the sale of liquor; provided, however, a high end liquor store such as Total Wine, Bevo or Goody Goody (as the same are operated as of the Effective Date), shall be permitted so long as the same is not located within 200 feet of any demising wall of the Premises; (r) medical office or medical facility, except as provided below; (s) off-track betting business; (t) billiard or pool hall; (u) adult book or adult video tape store (which are defined as stores in which greater than five percent (5%) of the inventory is not for sale to minors because of its explicit sexual nature); (v) office use, except as provided below; (w) military recruitment center, or (z) cash for gold or similar operation. The provisions of this Section shall not be construed to prohibit any existing tenant whose lease predates this Lease which, as of the Effective Date of this Lease, is not restricted by the terms and conditions of this Section 7.4, but only to the extent permitted in such tenants' lease and Landlord agrees not to amend any lease to permit additional rights for the use of such premises or otherwise consent to an assignment, sublease or similar transfer that would permit additional rights for the use of such premises.

Notwithstanding anything to the contrary contained herein "Retail Service Offices", which are defined as offices which cater to the general public and are typically found in first class shopping centers, such as banks, insurance agents, travel agents, realtors, dentist offices, chiropractor offices, eye doctor offices, doctor offices, or stock brokers, shall be permitted, provided that the total aggregate leasable floor area for Retail Service Offices shall not exceed fifteen thousand (15,000) leasable square feet and in no event shall such Retail Service Offices be located within the "In-Line Buildings" depicted on Exhibit "A", other than the "Shops" space depicted on Exhibit "A" within such In-Line Buildings.

4. AMERICA'S BEST:

23(b) Landlord covenants and agrees that so long as Tenant is open and operating for business in the Premises (further, provided that any closure of the Premises due to a casualty, repair, taking or remodeling by Tenant shall not be deemed a closure for purposes of this subsection (b)) and is not in default of this Lease beyond any applicable notice and cure period, Landlord agrees that during the term of this Lease, Landlord shall not enter into a lease with a future tenant in the Shopping Center which permits such tenant to engage in:

- (i) an "adult" oriented business such as an adult book or video store (materials shall be considered "adult" if same are not available for sale or rental to children under 18 years because they explicitly deal with or depict human sexuality)
- (ii) massage parlor (provided this shall not prohibit massages in connection with a day spa, hair salon, or any services provided by a licensed massage therapist or other doctor);
- (iii) funeral home;
- (iv) an educational center offering on site classes larger than 10,000 square feet (provided this shall not be deemed to prohibit tutoring or similar facilities, or any physical fitness classes as part of a gym,

- physical fitness or exercise facility or dance or martial arts facility;
- (v) a tattoo or piercing parlor;
- (vi) church or meeting hall;
- (vii) a bowling alley;
- (viii) an amusement center or arcade within one hundred feet of the Premises, except as incidental to another primary business;
- (ix) a pool hall (provided pool tables which are incidental to another primary business shall be permitted); and
- (x) any use which emits or results in a strong, unusual or offensive odors, fumes, dust or vapors, is a public or private nuisance, emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness, creates a hazardous condition, or is used, in whole or in part, for warehousing or the dumping or disposing of garbage or refuse (provided for greater certainty that restaurants and nail salons shall not be prohibited pursuant to this Section)

5. BEALL'S OUTLET:

Except for existing leases, Landlord agrees that unless Tenant consents in writing and for so long as Tenant is opening and operating for business in the Demised Premises fully stocked and staffed and is not in default of any of the terms and conditions of this Lease beyond any applicable notice and cure period, Landlord shall not execute any lease for any portion of the property described in Exhibit "B" that expressly permits the operation of a business for any Prohibited Entertainment Facility, any Non retail Facility (except as expressly permitted herein), or any Hazardous or Undesirable Facility. The restrictions imposed on Landlord by Tenant pursuant to this Section 29 are collectively referred to here as the "Tenant Prohibited Uses".

A. As used herein, "Prohibited Entertainment Facility" shall mean a movie theater, amusement arcade (unless incidental to another use), stage production(s), video game room (unless incidental to another use), skating rink, bingo parlor that is not complementary with a first class retail center. The foregoing shall not be deemed to prohibit the operation of movie theater within Phase II, entertainment facilities that are complementary with first class retail use (including without limitation first class bars, taverns, billiards rooms, pool halls, bowling alleys, and live entertainment facilities); provided no such permitted entertainment facility may be located within 250 feet from the front door of the Premises.

B. As used herein, "Non retail Facility" shall mean professional space or offices (except as is incidental to a retail operation), warehousing operations, and meeting halls or places for private clubs or organizations. No Non-retail Facility may be located within 250 feet from the front door of the Premises. Notwithstanding the foregoing, a Non-retail Facility shall not include, repairs, alterations and service offices incidental to retailing including, without limitation, insurance offices, nail and hair salons and title company offices, and banks and small loan offices, medical offices, chiropractic, dental and orthodontic offices, tax consulting offices and financial consulting offices.

C. As used herein, "Hazardous or Undesirable Facility" means gas stations, motorcycle shops (sales or service), gun shops (except as part of sports stores such as Dick's), pawn shops, flea markets, second hand merchandise or consignment operations (except for uses found in first class retail centers, for example, but not in limitation, Plato's Closet, Play it Again Sports and antique stores), massage parlors (excluding any massage services incidental to a gym/health club, first-class day spa such as "Hand & Stone" or "Massage Envy"), adult book or adult video stores, or other businesses which sell or display pornographic material (provided, however, that the foregoing shall not prohibit the sale of such items on an incidental basis within the operation of a national or regional book store or video store (or technological evolution thereof) (e.g., Barnes & Noble, Books A Million) of the type typically found in first class shopping centers or from an art gallery of the type located in first class shopping centers, industrial or manufacturing uses, automobile or trailer sales (except as part of a sports store), or any use where inventory is stored or displayed in the Parking Areas of the Shopping Center, other than within the sidewalk area or on a temporary basis within the Common Areas not otherwise prohibited in this Lease. In addition, a Hazardous or Undesirable Facility shall include any business that grows, delivers, transfers, supplies, dispenses, distributes or sells marijuana, except through a full-service pharmacy with a fully licensed pharmacist on premises.

6. FAMOUS FOOTWEAR:

THE FOLLOWING USES SHALL BE PROHIBITED (OR RESTRICTED TO THE EXTENT SET FORTH BELOW) IN THE SHOPPING CENTER:

1. Adult bookstore or adult audio/video store or facility selling or displaying adult products, pornographic books, literature or materials, (except that the incidental sale or display of adult materials in not more than ten percent (10%) of a book or video store that is part of a national or regional book or video store chain similar in quality to a "Barnes & Noble" shall be permitted);
2. Massage parlor, except this shall not prohibit massages in connection with a day spa, hair salon, massage therapy service provider that is typically found in first-class shopping centers such as Massage Envy or similar operator of good moral character, or by a chiropractor or similar medical provider;

3. "Head" shop store or store specializing in the sale of drug paraphernalia;
4. Pawn shop, auction house, or flea market;
5. Funeral establishment;
6. Automobile sale, leasing or repair facility or used car lot, including body repair facilities, provided, however, the foregoing shall not be deemed to prohibit an automotive service retailer such as Autozone;
7. Auction or bankruptcy sale, unless pursuant to a court order;
8. Outdoor circus, carnival (or carnival like show), rides or amusement park;
9. Bowling alley, unless incidental to an entertainment use;
10. Pool or billiard parlor establishment, unless incidental to a restaurant or other entertainment use;
11. Shooting gallery;
12. Off-track betting (provided that state sponsored lottery tickets shall not be prohibited);
13. Refinery;
14. Any residential use, including but not limited to living quarters, sleeping apartments or lodging rooms; Theater;
15. Auditorium, meeting hall, ballroom, school, church or other place of public assembly, provided, however, the foregoing shall not be deemed to prohibit one (1) tutoring or other educational facilities, such as Sylvan or Kumon Learning Center occupying not more than five thousand (5,000) Leasable Square Feet;
16. Unemployment agency, service or commission;
17. Gymnasium, health club, exercise or dance studio or dance hall within 75 feet of the Premises;
18. Bingo or similar games of chance, but state sponsored lottery tickets and other items commonly sold in retail establishments may be sold as an incidental part of business;
19. Video game, arcade, pinball or amusement arcade or electronic game room (except as an incidental part of another primary business otherwise permitted);
20. Skating or roller rink;
21. Car wash;
22. Cocktail lounge, bar, tavern, disco or night club, unless incidental to a restaurant use;
23. Restaurant (excluding any café incidental to any retail use) within 75 feet of the Premises, provided, however, the foregoing shall not be deemed to restrict an restaurant uses occupying not more than two thousand five hundred (2,500) square feet, in the aggregate, within the "Shops 6,400" space as depicted on the Site Plan;
24. Dry cleaner, however, a store accepting drop-offs and performing cleaning off of Shopping Center grounds shall be permitted;
25. Office or non-retail use within 100 feet of the Premises (which shall not prohibit in the Shopping Center: (i) uses commonly referred to as "quasi-retail", "service retail" or "retail offices" such as a travel agency, real estate office, insurance agency, accounting service, insurance brokerage, stock brokerage, financial services, bank, dentists, doctors, orthodontists, chiropractors, etc., (ii) any office space used by a retailer incidental to its retail operations, (iii) a shopping center management office not to exceed 1,500 square feet provided it is not located within 100 feet of the Premises);
26. Telemarketing or call center;
27. For veterinary services or the overnight boarding of animals, excluding such incidental services and boarding by a full-line pet store such as, without limitation, PetSmart and Petco;
28. Outdoor meetings or outdoor shows, automobile and other products shows, provided, however, the foregoing shall not be applicable to any temporary outdoor promotional sales/events by other tenants within the Shopping Center or any sidewalk sales or displays.

7. **OLD NAVY:**

(A) Landlord covenants that no portion of the Shopping Center shall be used for any of the following purposes: a bowling alley, unless incidental to an entertainment use and at least two hundred fifty (250) feet from the Premises; a video or amusement arcade (other than as an incidental use); the sale of alcoholic beverages for on-premises consumption within five hundred (500) feet of the Premises, provided, however, the foregoing shall not be applicable to any on-premises consumption of alcoholic beverages incidental to a restaurant use as long as the restaurant is not adjacent to the Premises; a movie theatre within five hundred (500) feet of the

Premises, unless located within Phase II as shown on Exhibit A-1 and at least 250 feet from the Premises; a fitness center, gymnasium, aerobics studio or weightlifting center within two hundred fifty (250) feet of the Premises, provided, however, the foregoing shall not be deemed to prohibit a mini-workout facility not exceed 3,000 square feet such as "Curves" as long as it is not adjacent to the Premises; the sale of automotive parts including tires (other than as an incidental use) or automotive services including repair services, provided, however, the foregoing shall not be deemed to exclude a first class auto parts store typically found in comparable first class shopping center such as AutoZone as long as it is at least 500 feet from the Premises (or if such use is located inside an existing building shared by other tenants, the same must be located at least 400 feet from the Premises); the sale, rental or display of materials that are pornographic in nature, except that the incidental sale or display of adult materials in not more than ten percent (10%) of a book or video store that is part of a national or regional book or video store chain similar in quality to a "Barnes & Noble" shall be permitted); any unusual fire, explosive or dangerous hazards (including the storage, display or sale of explosives or fireworks other than "sparklers"); a restaurant adjacent to the Premises; a carnival or amusement park; the sale of Christmas trees or pumpkins within the parking lot or other Common Areas; an assembling, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling or mining operation; storage (other than as an incidental use); a commercial laundry or dry cleaning plant; a laundromat; a pet store, pet supply store, veterinarian or veterinary hospital adjacent to the Premises; a mortuary or funeral establishment; the sale of coffins or caskets; a pawn shop; a flea market; a shooting gallery; any use that permits a pest infestation without prompt action to eliminate the infestation; any use that permits music or sounds to be heard outside of the premises when all doors are closed, excluding low-level background music in any outside patio areas incidental to another retail or restaurant use as long as it can't be heard within the Premises; any use that permits noxious odors to be smelled outside of the premises, provided, however, the foregoing shall not be deemed to preclude any first class nail salon or restaurant or café incidental to another retail use as long as it can't be smelled within the Premises; and any use that permits vibrations to be felt outside of the premises. Landlord shall immediately take all prudent actions to ensure that such uses are prohibited, including, without limitation, listing such prohibitions in the leases and occupancy agreements with all tenants of the Shopping Center and taking prompt legal action as necessary or prudent to enforce such prohibitions. Tenant covenants that no portion of the Premises shall be used for any of the purposes described in this Section 13.3 except for those purposes that are prohibited in certain proximity to the Premises under this Section 13.3 or otherwise permitted in certain areas of the Shopping Center under this Section 13.3.

The restrictions in Section 13(A) shall not apply to existing tenants under the existing leases as of the date hereof, provided Landlord shall not modify any such existing lease to permit any such tenant to use its premises in violation of Section 13(A).

8. DAVID'S BRIDAL

Landlord as to the Shopping Center, shall not permit the following uses (collectively "Prohibited Uses"):

(i) any operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation; (ii) any "second hand" store or "surplus" store except those found in first class retail centers; (iii) any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance); (iv) any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of any building); (v) any bankruptcy sale, "going" out-of-business sale (unless pursuant to a court order), or auction house operation; (vi) any central laundry, dry cleaning plant, or laundromat; provided, however, this prohibition shall not be applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping districts in the metropolitan area where the Shopping Center is located; (vii) any automobile, truck, boat (except for part of a sporting goods store), trailer or recreational vehicle sales, leasing, display or body and mechanical repair operation, or dispensing of petroleum products; (viii) bowling alley unless within "Phase II" as depicted on Exhibit "B" or within the "Beall's Premises" as depicted on Exhibit B and excluding any incidental bowling alley that may be part of an overall entertainment use such as, without limitation, Dave & Buster's; (ix) skating rink; (x) any movie theater, cinema or live performance theater unless within "Phase II" or within the Beall's Premises; (xi) any residential use, including but not limited to, single family dwellings, townhouses, condominiums, other multi-family units, and other forms of human living quarters, sleeping apartments or lodging rooms; (xii) any veterinary hospital or animal raising or boarding facilities (except that this shall not prohibit pet shops); (xiii) any mortuary, funeral home or funeral parlor; (xiv) any establishment selling or exhibit pornographic materials or drug-related paraphernalia, except that this shall not prohibit (a) videotape sale and rental stores which sell or rent primarily non-"X-rated" videotapes (that is, "G" to "R"-rated videotapes) but which also rent or sell "X-rated or non-rated videotapes" for off-premises viewing only, provided such X-rated or similar videotapes, and the place and procedure for selection thereof, precludes viewing or selection by minors and with no promotional, advertising or other depiction or description in respect to any "X-rated" or non-rated or similarly videotape displayed or utilized within or outside the store; or (b) book stores and other stores such as drug stores which sell primarily general audience books and other reading, listening, and/or other materials which are not perceived to be, or hold themselves out as "adult book" stores, but which incidentally sell books, magazines and other periodicals, records, CD's and tapes which may contain pornographic materials so long as such sale is not from any special segregated section in the store; (xv) flea market; (xvi) automobile or truck washing facility unless located no closer than 500 linear feet from the Premises; (xvii) night club, disco or other dance hall; (xviii) amusement, game rooms, video arcades or similar establishments, including without limitation the use of pinball machines, electronic games and similar apparatus, except as an ancillary use or as part of an overall entertainment use; (xix) pool or billiard facilities of any kind except as an ancillary use; (xx) any gambling

facility or operation, including but not limited to, off-track or sports betting parlor; table games such as black-jack or poker; slot machines, video poker/blackjack/keno machines or similar devices; bingo hall or card parlor (notwithstanding the foregoing, the prohibition shall not apply to governmental sponsored gambling activities or charitable gambling activities, so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the occupant); (xxi) amusement park, carnival or festival; (xxii) auditorium, meeting hall, or banquet facility; (xxiii) private or commercial massage parlor; provided, however, the foregoing shall not be deemed to prohibit a typical "day spa" such as "Massage Envy" or any incidental massage services by a full-service gym or other retail use such as "ULTA Cosmetics" or massages performed by licensed massage therapists; (xxiv) adult entertainment center or social club meant for groups over the age of eighteen (18); (xxv) church; and /or (xxvi) shooting gallery.

EXISTING EXCLUSIVES:

1. MARSHALLS/HOMEGOODS:

4(B) Landlord agrees that, from the date hereof until expiration of the term of this lease, no other premises in the Shopping Center shall at any time contain more than (i) fifteen thousand (15,000) square feet of floor area therein used or occupied for, or devoted to, the sale or display of apparel and related accessories, and/or (ii) seven thousand five hundred (7,500) square feet of floor area therein used or occupied for, or devoted to the sale or display of shoes, footwear and related accessories, and/or (iii) fifteen thousand (15,000) square feet of floor area therein used or occupied for, or devoted to, the sale or display of furnishings for the home including the following categories of items: linens and domestics, window treatments, floor coverings, bathroom items, bedding, furniture, wall décor, decorative lighting, housewares, table top goods, glassware, flatware, cookware, kitchen utensils, giftware and/or closet, shelving and storage items and home accessories (all of the foregoing hereinafter referred to as a "**Competing Use**" and the merchandise referred to therein as the "**Protected Merchandise**"). The computation of such floor area shall include one half (1/2) of all floor area in any aisles, corridors or similar spaces adjacent to or abutting any racks, gondolas, shelves, cabinets, counters or other fixtures or equipment containing or used for the sale or display of the Protected Merchandise.

Tenant acknowledges and agrees that:

(a) so long as Landlord enters into leases with such parties on or before the date Landlord satisfies the acquisition contingency as set forth in Section 18.25 of the lease and, on or before the Outside Acquisition Date (defined in Section 18.25 of the lease), provides Tenant with written notification thereof which shall include a copy of the fully-executed signature page of the applicable lease, Tenant agrees that the restrictions set forth in this Schedule B, Paragraph 4(B) shall not be applicable to any of the following: (i) Intentionally Deleted, (ii) Michaels Stores, Inc. in space within the Shopping Center containing not more than 22,000 square feet of floor area, (iii) Beall's Outlet Stores, Inc. in space within the Shopping Center containing not more than 20,500 square feet of floor area and (iv) Old Navy, LLC in space within the Shopping Center containing not more than 20,000 square feet of floor area and each of their respective affiliates (such retailers are individually referred to as an "**Exempt Retailer**") which are to be part of the initial development of the Shopping Center provided the Exempt Retailer conducts business in the Shopping Center as a typical retail store of the type operated by such Exempt Retailer (excluding permissible closures for remodeling, casualty, condemnation or as otherwise provided in the Exempt Retailer's lease) as of the date hereof, shall not be deemed a violation of this Schedule B, Paragraph 4(B);

(b) the operation of a typical full-line department store which is at least 50,000 square feet of floor area shall not be deemed a violation of this Schedule B, Paragraph 4(B) provided that such full-line department store operates in a manner similar to the manner in which a typical full-line department store operates as of the date of this lease;

(c) the operation of a typical full-line home improvement store (such as, without limitation, Home Depot or Lowe's) which is at least 50,000 square feet of floor area shall not be deemed a violation of this Schedule B, Paragraph 4(B) provided that such full-line home improvement store operates in a manner similar to the manner in which a typical full-line home improvement store operates as of the date of this lease;

(d) the operation of one (1) full-line furniture store (such as, without limitation, Haverty's, Rooms-To-Go, Ashley's Furniture, Ethan Allen) shall not be deemed a violation of this Schedule B, Paragraph 4(B) provided that such full-line furniture store operates in a manner similar to the manner in which a typical full-line furniture store operates as of the date of this lease; and

(e) the operation of one (1) full-line sporting goods store (such as, without limitation, Dick's Sporting Goods, Hibbits or Academy) provided such sporting goods store operates in a manner similar to the manner in which a typical full-line sporting goods store operates as of the date of this lease.

2. MICHAELS:

16.4.1 Limitation on Use. So long as this Lease is in full force and effect, no portion of the Shopping Center (other than the Premises), or any property contiguous to the Shopping Center (including, without limitation, any property that would be contiguous or adjacent to the Shopping Center but for any intervening road, street, alley or highway) owned or controlled now or at any time hereafter by Landlord or any affiliate of Landlord, shall be occupied or used, directly or indirectly, for the purpose of conducting a "craft store", store selling arts

and crafts, art supplies, craft supplies, picture frames or picture framing services, framed art, artificial flowers and/or plants, artificial floral and/or plant arrangements, holiday themed décor, decorations and costumes, wedding goods (except apparel), party goods, scrapbooking/memory book store, or a store selling scrapbooking/memory book supplies, accessories, and/or decorations or other papercrafting (e.g. making greeting cards, gift bags, tags, and other related or similar items) supplies, accessories and/or decorations associated with the foregoing, or providing classes on any of the foregoing or any combination of the foregoing categories, or any store similar to the operation of a typical Michaels store as operated as of the Effective Date of this Lease. This Section 16.4.1 shall not apply (A) to any lessee whose lease was fully executed on the Effective Date hereof and is identified on Exhibit J as an "Existing Lease Not Subject to Tenant's Exclusive or Prohibited Uses;" provided, however, that this exception shall not apply if (i) Landlord permits or agrees to an expansion of the premises for any such permitted use which violates Tenant's exclusive, or (ii) Landlord permits or agrees to the change of a permitted use by any such lessee or its successors or assigns in circumstances where Landlord has the right to withhold its consent to or prevent any such change in use without being in breach of such other tenant's lease, or (iii) Landlord permits or agrees to an assignment or sublease of such existing lease if Landlord may avoid the granting of such permission, or (iv) Landlord has the right, by virtue of the provisions of the existing lease, to cause said lessee to honor the exclusive granted to Tenant by giving said existing lessee notice of this exclusive or otherwise, or (B) to any lessee for which the sale of a product or service covered by the exclusive granted to Tenant hereunder is merely incidental to such lessee's primary use, unless the total space which such lessee devotes to the products or services which violate the exclusive contained in this Section 16.4.1 exceeds the lesser of (I) one thousand (1,000) Leasable Square Feet, or (II) ten percent (10%) of such lessee's sales area (inclusive of allocable aisle space and linear shelf space); provided, however this subpart (B) shall not apply to the rendering of picture framing services, it being the intention that no other lessee or occupant shall be permitted to offer said services not even on an incidental basis (except as provided in subpart (A)). The restrictions set forth above shall be deemed to be covenants running with the land and shall bind and burden the Shopping Center (and any contiguous property as provided above) and shall inure to the benefit of the Premises and Tenant.

Tenant hereby acknowledges that:

(a) so long as (i) Landlord notifies Tenant that Landlord has entered into leases with such parties on or before the Deadline for Ownership as set forth in Section 8.1 herein, (ii) Landlord obtains the same acknowledgment for Tenant's benefit in the lease from each of the following parties with respect to such parties' exclusive use provisions, and (iii) the Exempt Retailers do not operate primarily as a craft store or provide picture framing services, Tenant acknowledges that the restrictions set forth in this Section 16.4.1 shall not be applicable to any of the following: (i) Ross Dress For Less, Inc. ("Ross"), (ii) MARSHALLS OF MA, INC. ("Marshalls"/"TJ Maxx" and "Homegoods"), (iii) Beall's Outlet Stores, Inc. ("Beall's") and (iv) Old Navy, LLC ("Old Navy") and each of their respective affiliates (such retailers are individually referred to as an "Exempt Retailer") which are to be part of the initial development of the Shopping Center provided the Exempt Retailer conducts business in the Shopping Center as a typical retail store of the type operated by such Exempt Retailer (excluding permissible closures for remodeling, casualty, condemnation or as otherwise provided in the Exempt Retailer's lease) shall not be deemed a violation of this Section 16.4.1;

(b) the operation of a typical full-line department store or discount department store which is at least 50,000 Leasable Square Feet shall not be deemed a violation of this Section 16.4.1 provided that such department store or discount department store operates in a manner similar to the manner in which a typical full-line department store or discount department store operates as of the Effective Date of this Lease (in no event shall any store which is primarily a craft store ever be considered a department store or discount department store and in no event shall such department store or discount department store provide picture framing services); and

(c) the operation of a typical home improvement store (such as, without limitation, Home Depot or Lowe's) which is at least 50,000 Leasable Square Feet shall not be deemed a violation of this Section 16.4.1 provided that such home improvement store operates in a manner similar to the manner in which a typical home improvement store operates as of the Effective Date of this Lease (in no event shall any store which is primarily a craft store ever be considered a home improvement store and in no event shall such home improvement store provide picture framing services).

3. FIVE BELOW:

7.3 So long as Tenant is open and operating (subject to Permitted Closures) for business in the entire Premises fully stocked and staffed for the sale of the Exclusive Items (as defined herein) and is not in an Event of Default beyond any applicable notice and cure period, Landlord shall not lease, rent, occupy or permit to be occupied or used, any space in the Shopping Center principally for the sale of teen and pre-teen oriented merchandise at price points of \$10 and less (the "Exclusive Items"); provided, however, Tenant's exclusive right set forth in this Section 7.3 shall be reinstated upon the cure of any such Event of Default or re-opening, although any tenant who has entered into a lease while Tenant's exclusive right set forth in this Section 7.3 hereunder is not in effect shall be permitted to continue such use after the cure of any such Event of Default or after re-opening for business, as the case may be. The rights granted to Tenant regarding the Exclusive Items is hereinafter referred to as "Tenant's Exclusive". For purposes hereof, a store shall be deemed to be operating for such purpose if it uses more than the lesser of (i) ten percent (10%) of the sales space within its premises, or (ii) one thousand (1,000) leasable square feet of space therefor for the sale of Exclusive Items. In addition to the foregoing, Tenant acknowledges that Tenant's Exclusive shall not (ww) prevent any tenant or occupant of the Shopping Center occupying more than 30,000 contiguous square feet of leasable floor area from selling those

items that such tenant normally and customarily sells in a majority of its other locations as of the Effective Date, or (xx) apply to a retailer of one (1) principal category of merchandise that devotes at least 75% of its sales floor area to the sale of one (1) principal category of merchandise such as an electronics store, apparel store, book store, toy store, clothing store, video rental store, health and beauty aids store, convenience store, or (yy) prohibit the operation of a typical "Charming Charlie" or "Versona", "Gap" or "Gap Kids", as such retailers operate as of the Effective Date.

Tenant acknowledges that the restrictions set forth in this Section 7.3 shall not be applicable to any of the following: (i) Ross Dress For Less, Inc. ("Ross"), (ii) MARSHALLS OF MA, INC. ("Marshalls" and "Homegoods"), (iii) Beall's Outlet Stores, Inc. ("Beall's"), (iv) Michaels Stores, Inc. ("Michaels") and (v) Old Navy, LLC ("Old Navy") and each of their respective affiliates (such retailers are individually referred to as an "Exempt Retailer") which are to be part of the initial development of the Shopping Center provided the Exempt Retailer conducts business in the Shopping Center as a typical retail store of the type operated by such Exempt Retailer (excluding permissible closures for remodeling, casualty, condemnation or as otherwise provided in the Exempt Retailer's lease) shall not be deemed a violation of this Section 7.3.

4. **FAMOUS FOOTWEAR:**

Provided that Tenant is in possession of the Premises and operating its business therein without default, Landlord agrees that it will not enter into a lease or consent to the use and occupancy of any other space within the Shopping Center by a tenant, subtenant, assignee, licensee or concessionaire (collectively, "Occupant") to operate primarily as a shoe store ("Exclusive Use").

5. **SHANE'S RIB SHACK**

So long as Tenant is open and operating in the Premises for the permitted use in Section 2.6 above and is not in default under this Lease beyond the applicable cure period, Landlord shall not knowingly and intentionally lease space in the Shopping Center, nor approve of any change in use that it has the right to approve or disapprove (whether in connection with an assignment or sublease or otherwise), if Landlord has actual knowledge that such lease or approval would result in any person or entity other than Tenant leasing premises located in the Shopping Center for the Protected Use. As used herein, the "Protected Use" shall be defined as the operation of a fast casual restaurant or other restaurant whose Primary Use is the sale of smoked bone-in chicken, pulled pork and ribs. For greater certainty, the Protected Use shall not include any prohibition on others in the Shopping Center selling boneless chicken breasts and any other boneless part of the chicken, nor shall the Protected Use include chicken wings of any sort despite the fact that they may have a bone or are smoked. In addition, the term "Primary Use" shall mean that twenty-five percent (25%) or more of such tenant's/occupant's annual calendar year gross sales are from the sale of smoked bone-in chicken, pulled pork and ribs.

Section 2.6B shall not apply to any of the following: (i) spaces which are leased or used for Major Occupants; (ii) any Outparcels; or (iii) any tenant or other occupant, their assignees or subtenants, operating in the Shopping Center whose lease predates this Lease; (iv) any portion of Phase II; (v) any sale of pizza merely because pulled pork or ribs are a topping on pizza; (vi) any sale of submarine sandwiches merely because pulled pork or ribs are a sandwich ingredient; and (vii) any sale of Mexican style food merely because pulled pork or ribs are an ingredient in dishes.

6. **AMERICA'S BEST**

Landlord covenants and agrees that so long as Tenant is open and operating for business in the Premises (further, provided that any closure of the Premises due to a casualty, repair, taking or remodeling by Tenant shall not be deemed a closure for purposes of this subsection (b)) for the initial Permitted Use and is not in default of this Lease beyond any applicable notice and cure period, Landlord agrees that during the term of this Lease, Landlord shall not enter into a lease with a future tenant in the Shopping Center which permits such tenant to engage in the sale and prescription of eyeglasses, sunglasses, contact lenses and optometric practice and procedures ("Tenant's Exclusive"). Tenant shall provide Landlord with written notice of any alleged violation of Tenant's Exclusive set forth above. The foregoing shall not apply to: (i) Existing Tenants (as defined herein); provided, however, Landlord will withhold consent of any changing to the permitted use of an Existing Tenant to the extent that such change shall violate Tenant's Exclusive, but only to the extent that Landlord is required to consent to a change in use or assignment or sublease that is not permitted under the respective lease. As used herein, Existing Tenant shall mean tenant's with leases or occupancy agreements in effect as of the Reference Date, a list of which is provided on Exhibit F ("Existing Tenants") together with their successors and assigns; (ii) tenant's selling eyeglasses and sunglasses that are incidental in nature being defined as less than 10% of such tenant's floor area being dedicated to such use; or (iii) tenant's in excess of 10,000 square feet of Floor Area.

7. **DAVID'S BRIDAL**

(b) During the Lease Term, Tenant shall have the exclusive right to sell and/or rent bridal wear and women's evening wear, special occasion wear and bridesmaid dresses (collectively the "Exclusive Use") in the Center,

including any additions or expansions thereto, owned, or controlled, by Landlord, or a related entity of Landlord (or in which Landlord, or a related entity of Landlord, has a twenty-five percent (25%), or greater, equity interest).

The foregoing Exclusive Use shall not be deemed to prohibit the sale or display of bridal wear and women's evening wear, special occasion wear and bridesmaid dresses in the lesser of (i) ten percent of any tenants Floor Area or (ii) two hundred fifty (250) square feet of Floor Area.

8. YOUR PIE

41.1 Landlord hereby agrees that it will not enter into a lease with any future tenant within the Shopping Center whose use of its premises would be the sale of pizza as a Primary Use. "**Primary Use**" is defined as 30% or more of pizza as a food menu item (the "**Protected Use**"). This Protected Use provision shall not apply to any of the following: (i) spaces which are leased or used for Major Occupants, (ii) any tenant whose lease predates this lease, and (iii) any Outparcels.

EXHIBIT F

GUARANTY OF LEASE

IN CONSIDERATION OF the execution and delivery of the Lease dated January 7, 2020 between NORTH MACON PLAZA, LLC and THE BIG GYRO INC., with respect to the premises known as Space 330, in North Macon Plaza, Macon, GA (the "Lease"), this Guaranty of Lease is made.

TO: NORTH MACON PLAZA, LLC

BY: RICHA AND ANKIT PATEL

whose address is:

whose address is:

c/o The Sembler Company
5858 Central Avenue
St. Petersburg, Florida 33707

108 Vanguard Court
Centerville, GA 31028-8615

herein called "**Landlord**"

herein individually and collectively called "**Guarantor**"
guaranteeing the obligations of

THE BIG GYRO INC.

whose address is the same as Guarantor's

together with its successors and assigns,
herein called "**Tenant**"

In consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby covenants and agrees to and with Landlord that if default at any time be made by Tenant under said Lease in the payment of Rent or other monies payable as Rent or otherwise, or the performance of any other agreements and covenants contained in said Lease on Tenant's part to be paid or performed, Guarantor hereby promises and agrees to pay to Landlord, within ten (10) days of written demand, such amounts of money as may be required to make up such deficiency and all damages that may otherwise accrue by reason of Tenant's default or non-performance of any of its said Lease Agreement covenants.

This Guaranty is absolute and unconditional and Guarantor's obligations hereunder continue irrespective of and without regard to Tenant's bankruptcy, insolvency, or ability to perform, and both Tenant and Guarantor may be sued severally or jointly for any such default or non-performance. Demand and Notice of any such default or non-performance, diligence in collection, and the failure of Landlord to take any action against Tenant are hereby waived by Guarantor.

Notwithstanding the provisions of the first two paragraphs, the parties agree that so long as the Tenant has not been in default beyond the applicable cure period during the first five (5) years of the Initial Term, then from and after the sixth (6th) year of the Initial Term, this Guaranty shall convert to a "rolling" Guaranty such that the Guarantor shall only be responsible at any given time for a default which has occurred and/or monies which are owed under the Lease during the six (6) months immediately preceding the date that the Guaranty is invoked. If Tenant has been in default beyond the applicable period during the first five (5) years of the Initial Term, then this Guaranty shall continue in full force and effect as a full Guaranty.

This Guaranty does not restrict Landlord and Tenant in amending or modifying said Lease, and Guarantor agrees that its Consent shall not be required (nor shall notice to Guarantor be required) in respect to any such amendment or modification, and that Guarantor shall be bound hereunder to Tenant's obligations under said Lease as thus amended or modified.

The necessary grammatical changes to effect plural or neuter shall be assumed where appropriate. The words "Guarantor", "Tenant", and "Landlord" shall include their heirs, executors, successors and assigns. If there is more than one Guarantor, they hereby agree that the liability hereunder is joint and several.

Guarantor waives the right to require Landlord to (1) proceed against Tenant; (2) proceed against or exhaust any security that Landlord holds from Tenant; or (3) pursue any other remedy in Landlord's power. Guarantor further agrees that Landlord may, from time to time and without Guarantor's prior consent obtain a copy of Guarantor's most current credit report.

If Landlord is required to enforce Guarantor's obligations by legal proceedings, Guarantor shall pay to Landlord all costs incurred, including, without limitation, reasonable attorney's fees in an amount equal to fifteen percent (15%) of the principal amount and interest due.

This Guaranty by Guarantor shall continue for the benefit of Landlord notwithstanding (i) any extension, modification, amendment or alteration of the Lease, (ii) any assignment of the Lease or sublease of the Premises, with or without the consent of Landlord, (iii) any release, extension or modification of the liability of Tenant or any other party liable under the Lease or any other guaranty of the Lease, (iv) any dissolution or liquidation of Tenant or change in the composition of the partners of Tenant. No such extension, modification, amendment, alteration or assignment of the Lease, sublease of the Premises, release, extension, or modification of liability of Tenant or other liable party, dissolution or liquidation of Tenant or change in the composition of partners of Tenant, and no other agreements or releases between Landlord and Tenant or

between Landlord and any other party liable under the Lease or any other guaranty of the Lease (with or without notice to or knowledge of Guarantor) shall in any manner release or discharge Guarantor; and Guarantor does hereby consent to any such extension, modification, amendment, alteration, release or assignment of the Lease, sublease of the Premises, dissolution or liquidation of Tenant or change in the composition of partners of Tenant. This Guaranty shall in all respects be a continuing, absolute and unconditional guaranty, and shall remain in full force and effect notwithstanding, without limitation, the death or incompetency of Guarantor.

Landlord may without notice, assign or transfer this Guaranty in whole or in part and no such assignment or transfer of the Lease shall operate to extinguish or diminish the liability of Guarantor hereunder.

This Guaranty is a guaranty of payment and not of collection. The liability of Guarantor under this Guaranty shall be primary and direct, as principal and not as surety, and in any right of action which shall accrue to Landlord under the Lease, Landlord may, at its option, proceed against Guarantor without having commenced any action, or having obtained any judgment, against Tenant or any other party liable under the Lease or any other guaranty of the Lease.

Guarantor's obligations hereunder shall not be assigned or delegated but this Guaranty shall pass to and be fully binding upon any successors, heirs, assigns and/or trustees of Guarantor.

Guarantor expressly waives and agrees not to assert or take advantage of: (a) the defense of the statute of limitations in any action hereunder or in any action for collection of the obligations, (b) any defense that may arise by reason of the failure of Landlord to file or enforce a claim against Guarantor in bankruptcy or any other proceeding, (c) any defense based on the failure of Landlord to give notice of the creation, existence or incurring of any new obligations or on the action or non-action of any person or entity in connection with the obligations, (d) any defense based on any duty on the part of Landlord to disclose to Guarantor any facts it may know or hereinafter acquire regarding Tenant, (e) any defense based on lack of diligence on the part of Landlord in the collection of any and all of the obligations, (f) demand for payment, presentment, notice of protest or dishonor, notice of acceptance of this Guaranty, and any and all other notices or demands to which Guarantor might otherwise be entitled by law, (g) any defense arising from the extinguishment of the obligations by an act of Landlord without the consent of Guarantor, (h) any defense arising from any release or compounding with any other guarantor without the consent of the Guarantor, (i) any defense relating to any change in the nature or terms of the obligations without the consent of Guarantor, (j) any defense arising from any act of Landlord that injures Guarantor or exposes Guarantor to increased risk, and/or (k) any defense arising from Landlord's failure to commence an action against Tenant (whether pursuant to Official Code of Georgia Annotated sections 10-7-23 or 10-7-24 or otherwise).

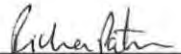
The Guarantor agrees that this Guaranty shall be deemed to have been executed in the State of Georgia and that this Guaranty shall be construed in accordance with and all disputes relating to this Guaranty shall be governed by the laws of the State of Georgia. The Guarantor agrees that jurisdiction and venue for all suits related to this Guaranty shall be proper only in the courts for the State of Georgia located in Fulton County, Georgia. Guarantor hereby consents to the exercise of personal jurisdiction by such courts and hereby waives all defenses related to personal jurisdiction and venue in any such action brought in the courts of the State of Georgia. This Guaranty may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same instrument.

Signed in the presence of:

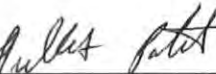

 WITNESS

 WITNESS

GUARANTOR:


 RITHA PATEL, an individual

DATE: 11/1/2020


 WITNESS

 WITNESS


 ANKIT PATEL, an individual

DATE: 11/1/2020

EXHIBIT G

MENU

FIRST AMENDMENT TO LEASE AGREEMENT

DATED AS OF APRIL 22, 2020

WHEREAS, NORTH MACON PLAZA, LLC (the "**Landlord**") and THE BIG GYRO INC. (the "**Tenant**") (Landlord and Tenant being, collectively, the "**Parties**") are the current parties to a Lease Agreement dated January 7, 2020 (the "**Lease**"), to lease certain Premises at North Macon Plaza, Macon, GA, as more particularly described in the Lease (the "**Premises**");

AND WHEREAS, due to the immediate adverse impact to Tenant of the National Emergency caused by the Covid-19 virus, the Parties are desirous of modifying the Commencement Date in the Lease on the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby covenant and agree as follows:

1. **Possession Date.** The Parties agree that the Possession Date for the purposes of the Lease was January 9, 2020.
2. **Commencement Date.** The Parties agree that Section 2.3A of the Lease is hereby amended to provide that the Commencement Date shall be the earlier of (i) August 7, 2020 and (ii) the date the Tenant opens for business from the Premises.
3. **Lender Approval Condition.** Due to the urgency of the Parties to address the situation, Tenant acknowledges that Landlord has not had adequate time to secure consent from its lender ("**Lender**"), if necessary, to the terms of this Agreement, and the Parties agree that in the event Lender consent is necessary and Lender denies its consent to the terms of this Agreement or otherwise requires modifications that are not acceptable to both Parties, then this Agreement may be declared null and void by Landlord, and the terms of the Lease shall continue as unamended by this Agreement.
4. **Counterparts/Electronic Transmission.** This Amendment may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument. Signatures transmitted by facsimile or e-mail, through scanned and electronically transmitted, .pdf or .jpg files, shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the parties hereto as if such facsimiled or scanned document were an original executed counterpart.
5. **Modifications.** The Parties agree that the above modifications represent the only changes to the Lease, and except as expressly set out herein, all other terms, covenants and conditions of the Lease are and shall remain unamended and in full force and effect, and time remains of the essence.
6. **Capitalized Terms.** Any capitalized terms used herein and not otherwise defined herein shall have the same meaning as set forth in the Lease.

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IN WITNESS WHEREOF, Landlord and Tenant have executed this document as of the date hereinabove written, each acknowledging receipt of an executed copy hereof.

WITNESSES:

Nilesh M. Camp
WITNESS
[Signature]
WITNESS

LANDLORD:

NORTH MACON PLAZA, LLC, a Florida limited liability company

By: **The Sembler Company, a Florida corporation, its Manager**

By: Gregory S. Sembler
Gregory S. Sembler
Its President and CEO

Date: 4.24.2020

WITNESSES:

Pulkit Patel
WITNESS
[Signature]
WITNESS

WITNESS

WITNESS

TENANT:

THE BIG GYRO INC., a Georgia corporation

By: Pulkit Patel
>
Its > member

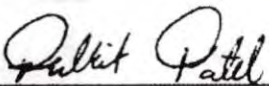
By: _____
>
Its >

Date: _____

SIGNATURES CONTINUED ON NEXT PAGE

GUARANTOR'S CONSENT

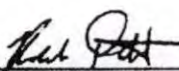
The undersigned, guarantors of the Lease, signs below to express their consent to the foregoing Agreement and their agreement that their guaranty of the Lease is and shall remain in full force and effect.



WITNESS



WITNESS



RITHA PATEL, an individual

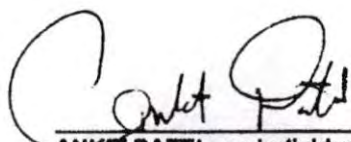
DATE: 4-23-20



WITNESS



WITNESS



ANKIT PATEL, an individual

DATE: 4-23-20

SECOND AMENDMENT TO LEASE AGREEMENT

DATED AS OF June 13th, 2021
(the "Effective Date")

WHEREAS, NORTH MACON PLAZA, LLC (the "Landlord") and THE BIG GYRO INC. (the "Tenant") (Landlord and Tenant being, collectively, the "Parties") are the current parties to a Lease Agreement dated January 7, 2020 (as amended, the "Lease"), to lease certain Premises at North Macon Plaza, Macon, GA, as more particularly described in the Lease (the "Premises");

AND WHEREAS, the Parties wish to modify the Lease on the terms contained herein;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby covenant and agree as follows:

1. **Tenant Incentive Payment.** The Parties agree that as of the date hereof, the Tenant has not been paid its Tenant Incentive Payment due to the fact that it has not met requirement (vi) for payment as set out in the first paragraph of Section 9 to Exhibit B of the Lease (the "Lien Waiver Requirement"). Notwithstanding that the Lien Waiver Requirement has not been met, Landlord hereby agrees to pay \$130,000.00 of the Tenant Incentive Payment to Tenant within thirty (30) days following the execution of this Second Amendment. Tenant shall have a period of thirty (30) days following the Effective Date hereof to satisfy the Lien Waiver Requirement. In the event Tenant satisfies the Lien Waiver Requirement within such thirty (30) day period, Landlord shall release the remaining \$30,000.00 of the Tenant Incentive Payment to the Tenant. In the event Tenant does not satisfy the Lien Waiver Requirement within such thirty (30) day period, Landlord may, at any time thereafter use the remaining \$30,000.00 or any portion thereof to discharge any liens as necessary and/or directly satisfy the Lien Waiver Requirement, and such amount so used shall no longer be payable to Tenant.
2. **Counterparts/Electronic Transmission.** This Amendment may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument. Signatures transmitted by facsimile or e-mail, through scanned and electronically transmitted, .pdf or .jpg files, shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the parties hereto as if such facsimiled or scanned document were an original executed counterpart.
3. **Modifications.** The Parties agree that the above modifications represent the only changes to the Lease, and except as expressly set out herein, all other terms, covenants and conditions of the Lease are and shall remain unamended and in full force and effect, and time remains of the essence.
4. **Capitalized Terms.** Any capitalized terms used herein and not otherwise defined herein shall have the same meaning as set forth in the Lease.

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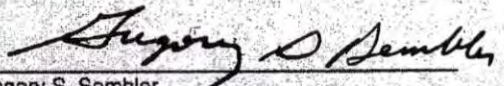
Landlord and Tenant have executed this document as of the date hereinabove written, each acknowledging receipt of an executed copy hereof.

LANDLORD:

NORTH MACON PLAZA, LLC, a Florida limited liability company

By: The Sembler Company, a Florida corporation, its Manager

By:

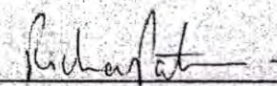

Gregory S. Sembler
Its President and CEO

Date: 6.15.2021

TENANT:

THE BIG GYRO INC., a Georgia corporation

By:

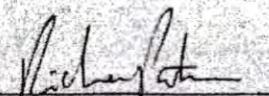

Its Member

Date: 6/13/21

SIGNATURES CONTINUED ON NEXT PAGE

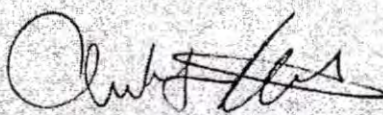
GUARANTOR'S CONSENT

The undersigned, guarantors of the Lease, signs below to express their consent to the foregoing Agreement and their agreement that their guaranty of the Lease is and shall remain in full force and effect.



RITHA PATEL, an Individual

DATE: 6/13/2021



ANKIT PATEL, an individual

DATE: 6/13/21

THIRD AMENDMENT TO LEASE AGREEMENT

DATED AS OF 1/25/2022, 2022
(the "Effective Date")

WHEREAS, NORTH MACON PLAZA, LLC (the "Landlord") and THE BIG GYRO INC. (the "Tenant") (Landlord and Tenant being, collectively, the "Parties") are the current parties to a Lease Agreement dated January 7, 2020 (as amended, the "Lease"), to lease certain Premises at North Macon Plaza, Macon, GA, as more particularly described in the Lease (the "Premises");

AND WHEREAS, the Parties wish to modify the Lease on the terms contained herein;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby covenant and agree as follows:

1. **Minimum Annual Rent.** Landlord hereby agrees that fifty percent (50%) of the Minimum Annual Rent for February, March, April and May of 2022, is hereby conditionally excused, and twenty-five percent (25%) of the Minimum Annual Rent for June, July, August and September of 2022 is hereby conditionally excused (collectively, the "Conditionally Excused Rent"). For greater certainty, during February through September 2022 inclusive, Tenant shall continue to pay Tenant's share of Common Area Charges, Insurance Charges, Real Estate Tax Expense, and all other Additional Rent due under the Lease in the time and manner provided in the Lease.
2. **Tenant Default.** In the event Tenant defaults in any of its obligations under the Lease beyond the applicable notice and cure period provided in the Lease, then in addition to Landlord's other remedies under the Lease and at law, (i) any Conditionally Excused Rent which predated the date of default shall immediately become due and payable to Landlord, and (ii) from and after the date of date of default, Tenant's right to the Conditionally Excused Rent shall be null and void and Tenant shall be obligated to pay full Minimum Annual Rent and additional charges in the time and manner provided in the Lease.
3. **Counterparts/Electronic Transmission.** This Amendment may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument. Signatures transmitted by facsimile or e-mail, through scanned and electronically transmitted, .pdf or .jpg files, shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the parties hereto as if such facsimiled or scanned document were an original executed counterpart.
4. **Modifications.** The Parties agree that the above modifications represent the only changes to the Lease, and except as expressly set out herein, all other terms, covenants and conditions of the Lease are and shall remain unamended and in full force and effect, and time remains of the essence.
5. **Capitalized Terms.** Any capitalized terms used herein and not otherwise defined herein shall have the same meaning as set forth in the Lease.

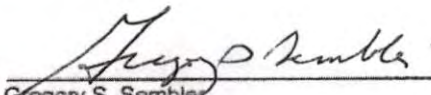
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Landlord and Tenant have executed this document as of the date hereinabove written, each acknowledging receipt of an executed copy hereof.

LANDLORD:

NORTH MACON PLAZA, LLC, a Florida limited liability company

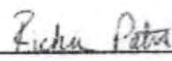
By: The Sembler Company, a Florida corporation, its Manager

By: 
Gregory S. Sembler
Its President and CEO

Date: 1/25/2022

TENANT:

THE BIG GYRO INC., a Georgia corporation

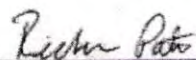
By: 
>
Its > Owner

Date: 1/25/2022

SIGNATURES CONTINUED ON NEXT PAGE

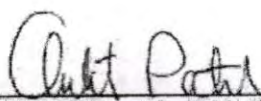
GUARANTOR'S CONSENT

The undersigned, guarantors of the Lease, signs below to express their consent to the foregoing Agreement and their agreement that their guaranty of the Lease is and shall remain in full force and effect.



RITHA PATEL, an individual

DATE: 1/25/2022



ANKIT PATEL, an individual

DATE: 1/25/2022

ASSIGNMENT, ASSUMPTION, CONSENT, GUARANTEE

THIS AGREEMENT made and entered into this 13 day of December, 2022 ("Agreement") (the "Effective Date"), by and among ROF MACON LLC, an Ohio limited liability company ("Landlord"), having an office at 3333 Richmond Road, Suite 320, Beachwood, Ohio 44122; THE BIG GYRO INC., a Georgia corporation ("Tenant"), having an office at 9040 Highway 92; Suite 150; Woodstock, GA 30189; VITA TJHIN (having an address of 110 Park Lane; Warner Robins, GA 31093; FRANSISKUS A. INDIANTO (having an address of 4700 Bankside Way; Norcross, GA 30092); KUSMAYADI DJUNAIDI (having an address of 110 Park Lane, Warner Robins, GA 31093); and THRESIA WIGUNA (having an address of 4700 Bankside Way, Norcross, GA 30092) (collectively referred to as the "New Guarantor" and/or "Guarantor"), having an office at 110 Park Ln, Warner Robins, GA 31093; and Tenya One LLC ("Assignee"), having an office at 110 Park Lane; Warner Robbins, GA 31093,

WITNESSETH:

WHEREAS, North Macon Plaza LLC ("Original Landlord") and the Big Gyro Inc. entered into a certain lease dated January 7, 2020 (the "Lease Agreement"), whereby Landlord leased to Tenant Unit No. 330 ("Premises") of the North Macon Plaza in Macon, GA ("Shopping Center"); and

WHEREAS, Tenant's performance of the Lease was guaranteed by RICHA AND ANKIT PATEL (collectively referred to as "Old Guarantor") pursuant to agreement dated January 1, 2020 (the "Old Guarantee"); and

WHEREAS, Landlord succeeded to the right, title and interest of Original Landlord in and to the Shopping Center/Lease; and

WHEREAS, the Lease Agreement was amended by that certain First Amendment to Lease dated April 22, 2020 ("First Amendment") and by Second Amendment to Lease June 13, 2021 (the "Second Amendment") and by Third Amendment to Lease dated January 25, 2022 (the "Third Amendment") (the First Amendment, Second Amendment, and Third Amendment together with the Lease Agreement, hereinafter referred to as the "Lease"); and

WHEREAS, Landlord and Tenant now desire to amend the Lease in that Tenant desires to sell and Assignee desires to buy the Lease subject to the terms and conditions herein mentioned.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Tenant hereby sells and assigns the Lease to Assignee, effective for and during the remainder of the term mentioned in such Lease, subject to the covenants and conditions therein mentioned, together with all right, title and interest of Tenant in the Premises.
2. Assignee hereby agrees to assume the Lease for the balance of the term thereof, and to pay the rent and additional rent, and to faithfully perform all of the covenants, stipulations and agreements contained therein and to stand fully liable to Landlord upon said Lease including, without limitation, liability for any and all obligations of Tenant under the Lease regardless of the

date(s) any such obligation(s) may have arisen; and Tenant and Guarantor shall continue to be liable for the faithful performance thereof by Assignee.

3. Section 2.6 of the Lease shall be hereby modified as follows:

"TENANTS BUSINESS OPERATION. The Premises shall be used only for a Japanese Eatery. Notwithstanding anything contained herein to the contrary, Tenant shall not violate the restrictions and exclusive use clauses as outlined in Exhibit F-1 hereof.

A. Said business shall only be conducted under the name of
Tenmii

4. Tenant and New Guarantor agree that Landlord and Assignee may change, modify or amend the Lease in any way, including the rental to be paid thereunder, and that further assignments may be made, without notice to or consent of Tenant and/or New Guarantor, and without in any manner releasing or relieving (i) New Guarantor from liability under this Guarantee; and Assignee and New Guarantor shall remain liable under all the terms, covenants and conditions of the Lease (except as subsequently modified by Landlord and Assignee) to the end of the term thereof, including any renewal period(s) arising by exercise of the option to renew provided in the Lease.

5. Should Assignee default under the Lease, Landlord may immediately proceed to enforce its right against New Guarantor, Assignee or any of them. If the Lease terminates and Landlord has any rights it can enforce against Assignee after termination, Landlord may enforce those rights against Assignee, or New Guarantor without giving prior notice or demand to Assignee, or New Guarantor.

6. Landlord and Tenant acknowledge that Landlord is currently holding Tenant's Security Deposit in the amount of \$4,430.67 ("Security Deposit"). Tenant hereby assigns to Assignee all right, title and interest in and to Tenant's Security Deposit. Landlord shall continue to hold the Security Deposit pursuant to terms of Section XVIII of the Lease, and Tenant hereby releases and waives any claim or right to receive the Security Deposit upon the expiration or earlier termination of the Lease. **Upon execution of this Agreement, Tenant shall deposit an additional \$3,614.67 as an additional Security Deposit to be held by Landlord, thereby making the total Security Deposit \$8,045.34.**

In consideration of the assignment, it is noted that Tenant paid and Landlord hereby acknowledges receipt of an assignment fee in the amount of \$1,000.00 (\$1,000.00).

7. In consideration of the foregoing, Landlord hereby consents to the assignment of the Lease by Tenant to Assignee, but upon the express condition that neither such consent nor the collection of rent from Assignee shall be deemed a waiver or relinquishment for the future of the covenant restricting assignment or subletting. **Notwithstanding the foregoing, Old Guarantor (RICHA AND ANKIT PATEL) shall be hereby released from any further obligations under the Lease. ALL PAST DUE RENTAL AND OTHER PAYMENTS MUST BE BROUGHT CURRENT BY TENANT PRIOR TO EXECUTION OF THIS AGREEMENT.**

8. Nothing herein contained shall be construed as a waiver of any rights or remedies which Landlord may have under the Lease, either against Tenant or Assignee, or against Guarantor under the Guarantee, or of Landlord's right to proceed directly against Assignee in any case. All rights and remedies of Landlord enumerated herein or in the Lease or in the Guarantee shall be cumulative, and none shall exclude any other remedies allowed at law or in equity. It is the intention of the parties that all of Landlord's rights and remedies against Tenant, arising out

of the Lease, or against Guarantor arising under the Guarantee, or otherwise, shall continue in full force and effect notwithstanding, and in addition to, the new rights of Landlord, created hereunder, to proceed directly against Assignee.

9. In the event that any provision or section of this Agreement is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision or section shall be deemed to have never been included herein, and the balance of this Agreement shall continue in full force and effect in accordance with its terms.

10. Guarantor does hereby guarantee to Landlord the prompt payment of rent and other sums of money and the full performance of the covenants and agreements to be made and performed by **TENYA ONE LLC and its successors and assigns (hereinafter, the "Assignee" or "New Tenant")** under the Lease. If New Tenant shall, at any time and in any manner, default in the payment of rent or other sums or charges to be paid by New Tenant under the Lease, or in the performance of any of New Tenant's covenants and agreements under the Lease, and such default is not fully cured within ten (10) days of the occurrence thereof, then Guarantor shall immediately: (i) pay to Landlord all of said rent and other charges; (ii) fully satisfy such covenants and agreements; and (iii) pay to Landlord the amount of damages and expenses incurred by Landlord by reason of such default, including, without limitation, reasonable attorneys' fees.
11. This Guaranty is absolute and unconditional and shall continue in full force and effect and be binding upon Guarantor's heirs, administrators, successors and assigns, without, in any way, being affected by: (i) the bankruptcy, insolvency or disability of Tenant; (ii) the lack of notice to Guarantor of any default by New Tenant under the Lease; (iii) modifications or amendments to the Lease; (iv) any extension of the term of the Lease or any holding over by New Tenant following the expiration of the term of the Lease; or (v) the disaffirmance or rejection of the Lease by any trustee or receiver of New Tenant.
12. The obligations of Guarantor hereunder shall in no way be affected or impaired by Landlord's assertion of any rights against New Tenant.
13. Guarantor does hereby expressly waive notice of non-payment, non-performance or non-observance, and proof and demand of or for the foregoing.
14. Guarantor shall remain liable under this Guaranty notwithstanding the assignment or transfer of the Lease or the subletting of the Premises, by operation of law or otherwise.
15. Guarantor hereby submits to the jurisdiction of the courts of the state or commonwealth in which the Premises is located and hereby irrevocably appoints the following individuals and firms as Guarantor's agents for the service of process in any action arising hereunder: New Tenant; any manager, assistant manager or acting manager of the Premises; and (if New Tenant is a corporation, trustee, partnership or limited liability company) all agents of New Tenant authorized by law or otherwise to receive service of process upon New Tenant. Action may be brought in any county within the state in which the Premises is located. The foregoing shall not affect any right to serve process upon Guarantor in any other manner permitted by law. This Guaranty may not be amended, modified, discharged or terminated in any manner, unless in writing signed by Landlord and Guarantor.
15. Anything contained herein or in the Lease to the contrary notwithstanding, the liability of Guarantor hereunder shall be primary and not secondary or as a guarantor. Pursuant to any

right, claim or action which shall accrue to Landlord hereunder or under the Lease, Landlord may, at its option, proceed against Guarantor regardless of the action, if any, which Landlord has taken against New Tenant or any other guarantor. The title of this instrument and use of the words "Guaranty", "New Guarantor", "Guarantor" and "guarantees" shall in no manner limit the primary liability of Guarantor hereunder.

16. Notwithstanding the foregoing, the parties agree that so long as the New Tenant (Tenya One LLC) has not been in default beyond the applicable cure period during the first six (6) years after the Initial Term of this Lease Agreement, then from and after the seventh (7th) year of the remaining Term after the Initial Term, this Guaranty shall convert to a "rolling" Guaranty such that the Guarantor shall only be responsible at any given time for a default which has occurred and/or monies which are owed under the Lease during the six (6) months immediately preceding the date that the Guaranty is invoked. If New Tenant has been in default beyond the applicable period during the first six (6) years after the Initial Term, then this Guaranty shall continue in full force and effect as a full Guaranty.

17. THE BIG GYRO INC. agrees that, as of the Effective Date, The Big Gyro Inc. hereby releases and forever discharges Landlord of and from any and all claims, causes of action, rights of offset, and rights to damages that the Big Gyro Inc. has or may have, or may be entitled to assert, against Landlord for any reason whatsoever by reason of any actions, events, or occurrences prior to the Effective Date, including, but not limited to, any claims for any overpayments or credits made by or on behalf of the Big Gyro Inc. for any charges under the Lease.

18. The following language is hereby added as Section 42 of the Lease:

"Restrictive Covenant:

(a) From and after the date of Landlord's execution of this Lease until the termination of this Lease, Landlord agrees that it shall not lease nor permit the lease of space in the Shopping Center to a tenant whose primary business is a Japanese Eatery. The terms of this restrictive covenant shall not apply to (i) any tenant operating under a lease in the Shopping Center which is dated prior to the date of execution by Landlord of this Lease (a "Pre-Existing Lease"); (ii) any renewals or extensions of the term of any Pre-Existing Lease; (iii) any successors, assignees, sublessees or replacements of any tenant under any Pre-Existing Lease; (iv) any tenant occupying 8,000 square feet or more in the Shopping Center; and (v) any tenant in the Shopping Center with a Japanese food menu consisting of Japanese food menu items not to exceed 25% of the menu.

(b) If (i) the terms of subparagraph (a) above shall be violated; (ii) the violation shall not cease within ninety (90) days after Landlord's receipt of written notice thereof (the "90-Day Violation Period"); (iii) Tenant shall then be open for business in the Premises as a tenant whose primary business is a Japanese Eatery; and (iv) Tenant shall not then be in default (beyond any applicable cure period) of any provision of this Lease, then and only then, Tenant, as its sole and exclusive remedy for such violation, shall have the right to terminate this Lease by written notice to Landlord, which notice must be received by Landlord within thirty (30) days after the end of the 90-Day Violation Period or Tenant shall be deemed to have waived its right to terminate for such breach and the Lease shall remain in full force and effect. If Tenant exercises its right to terminate, in accordance with the terms set forth above, the Lease shall terminate thirty (30) days after

Landlord's receipt of such termination notice from Tenant. This Agreement may be executed by the parties in multiple counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument. A counterpart signed and transmitted by facsimile or by e-mail in PDF, JPG or TIFF format or using an e-signature or digital transaction management platform such as DocuSign® is to be treated as an original document, and the exchange of counterparts signed by the parties shall constitute a binding and enforceable agreement. The signature of any party thereon, for purposes hereof, is to be considered the same as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document."

19. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single Agreement. Signatures transmitted by facsimile or e-mail, through scanned or electronically transmitted .pdf, .jpg or .tif files, shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the parties hereto as if such facsimile or scanned documents were an original executed counterpart.

20. In all other respects, the Lease shall continue in full force and effect.

[signature and notary pages immediately follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

LANDLORD:

ROF Macon LLC, an Ohio limited liability company

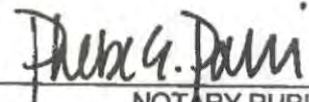
By: RAF Houma LLC, an Ohio limited liability company, Sole Member

By: 
Its: Vice President

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Andrew Kline, Vice President of RAF Houma LLC, the Sole Member of ROF Macon LLC, an Ohio limited liability company, on behalf of the limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Beachwood, Ohio, this 12th day of December, 2022.



NOTARY PUBLIC

Commission

Expiration

03/09/2027



PHEBE E. PARKIN
NOTARY PUBLIC • STATE OF OHIO
My Commission Expires Mar. 9, 2027

OLD GUARANTOR:

RICHA PATEL

ANKIT PATEL

STATE OF GEORGIA

COUNTY OF _____

)
) SS
)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **RICHA AND ANKIT PATEL**, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Georgia, this ____ day of _____, 2022.

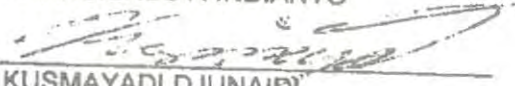
NOTARY PUBLIC

NEW GUARANTOR:



VITA TJHIN

FRANSISKUS A INDIANTO



KUSMAYADI DJUNAIDI

THRESIA WIGUNA

STATE OF GEORGIA)

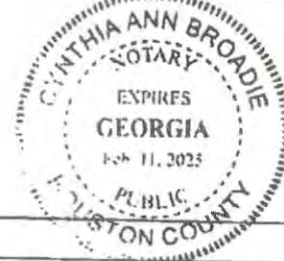
COUNTY OF Houston

) SS
)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **KUSMAYADI DJUNAI** and **VITA TJHIN**, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Mississippi, this 15 day of November, 2022.
Georgia

Cynthia Ann Broadie
NOTARY PUBLIC



STATE OF GEORGIA)

COUNTY OF _____

) SS
)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **FRANSISKUS A INDIANTO** who acknowledged that he did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Georgia, this ____ day of _____, 2022.

NOTARY PUBLIC

ASSIGNEE/NEW TENANT:

TENYA ONE LLC, a Georgia limited liability company

By: [Signature]

Its: Managing Member

STATE OF GEORGIA)

COUNTY OF Houston)

) SS

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named TENYA ONE a _____ limited liability company, by _____, its _____, who acknowledged that he/she did sign the foregoing instrument and that the same is the free act and deed of said _____ and his/her free act and deed, personally and as such _____ on behalf of the limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Houston Georgia, this 15 day of November, 2022.

Cynthia Ann Broadie
NOTARY PUBLIC

Commission Expiration Date: 2/11/2025



STATE OF GEORGIA)

COUNTY OF DeKalb)

) SS

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **THRESIA WIGUNA**, who acknowledged that she did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Decatur, Georgia, this 16 day of November, 2022.

Shannon Page
NOTARY PUBLIC



EXHIBIT F-1

USE RESTRICTIONS

North Macon Plaza
Macon, Georgia

Notwithstanding anything in this Lease to the contrary and in further limitation of Tenant's permitted use of the Premises as set forth in Section 1.1 of the Lease, Tenant hereby covenants,

STATE OF GEORGIA)
COUNTY OF Lawrence) SS

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **KUSMAYADI DJUNAJDI** and **VITA TJHIN**, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Mississippi, this ____ day of _____, 2022.

NOTARY PUBLIC

STATE OF GEORGIA)
COUNTY OF Lawrence) SS

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **FRANSISKUS A INDIANTO** who acknowledged that he did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Florissant, Georgia, this 15 day of November, 2022.

NOTARY PUBLIC



OLD GUARANTOR:

L/P

RICH A PATEL

N/A

ANKIT PATEL

STATE OF GEORGIA

COUNTY OF Sumner

)
) SS
)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **RICH A AND ANKIT PATEL**, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Donalvs Georgia, this 11th day of December, 2022.

NOTARY PUBLIC



NEW GUARANTOR:

VITA TJHIN

[Signature]
FRANSISKUS A INDIANTO

KUSMAYADI DJUNAIDI

[Signature]
THRESIA WIGUNA

OLD GUARANTOR:

Richa Patel
RICH A PATEL
Ankit Patel
ANKIT PATEL

STATE OF GEORGIA)

COUNTY OF Houston)

) SS

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **RICHA AND ANKIT PATEL**, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Houston, Georgia, this 16 day of November, 2022.

Rachel Burnette
NOTARY PUBLIC



NEW GUARANTOR:

VITA TJHIN

FRANSISKUS A INDIANTO

KUSMAYADI DJUNAIDI

THRESIA WIGUNA

TENANT:

The Big Gyro, Inc., a Georgia corporation

By: Richa Patel

Its: Member

STATE OF GEORGIA

)

COUNTY OF Houston

) SS

)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named The Big Gyro Inc., a Georgia corporation, by Richa Patel, its member, who acknowledged that he/she did sign the foregoing instrument and that the same is the free act and deed of said _____ and his/her free act and deed, personally and as such _____ on behalf of the limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Houston, Georgia, this 16 day of November, 2022.

Rachel Burnette
NOTARY PUBLIC

Commission Expiration Date: 3/22/2025



EXHIBIT F-1**USE RESTRICTIONS**

North Macon Plaza
Macon, Georgia

Notwithstanding anything in this Lease to the contrary and in further limitation of Tenant's permitted use of the Premises as set forth in Section 1.1 of the Lease, Tenant hereby covenants, warrants and represents to Landlord that it shall not use or permit the Premises to be used in any manner which may violate any of the restrictions ("Restrictions") set forth below. If Tenant violates or permits the violation of any of the Restrictions, Tenant shall indemnify and hold Landlord harmless from and against all loss, cost, damage, liability and expense (including reasonable attorneys' fees) resulting directly or indirectly therefrom. In addition to all other remedies available to Landlord hereunder or which Landlord may have at law or in equity by reason of such violation, Landlord shall have the right to terminate this Lease upon five (5) days written notice to Tenant unless Tenant shall (i) cease any such violation within said five (5) day period and (ii) thereafter refrain from any further violation of any of the Restrictions.

The Restrictions are as follows, and the Premises shall not be used for:

PROHIBITED USES:

1. Landlord agrees that the Shopping Center, shall not be used (a) for any non-retail purposes (provided, however, repairs, alterations and service offices incidental to retailing including, without limitation, insurance offices, nail and hair salons, title company offices, banks and small loan offices, dental and orthodontic offices, chiropractic offices, optometrist offices, tax consulting offices and financial consulting offices (collectively, "Service Uses"), shall not be prohibited so long as not more than ten thousand (10,000) square feet of floor area in the Shopping Center, in the aggregate, shall be used for Service Uses and shall be located at least one hundred feet (100') from the Demised Premises), or (b) for any entertainment purposes such as a bowling alley, skating rink, cinema, bar (collectively "Entertainment Uses") (except (i) that Entertainment Uses shall be permitted so long as not more than ten thousand (10,000) square feet of floor area in the Shopping Center, in the aggregate shall be used for Entertainment Uses and no such Entertainment Use shall be located within one hundred fifty feet (150') of the Demised Premises, and (ii) a bar that is otherwise incidental to the operation of an otherwise permitted Restaurant shall be permitted, and (iii) one concept such as World of Beer or similar concept as is typically operated in first class shopping centers shall be permitted provided that the World of Beer or such similar concept is at least two hundred feet (200') from the Demised Premises), nightclub (however, one World of Beer or similar concept permitted pursuant to the foregoing), discotheque, amusement gallery (provided however that a children's entertainment use such as a "Chuck E. Cheese" shall be permitted so long as such use located more than one hundred fifty feet (150') from the Demised Premises), poolroom, health club (provided, however, one (1) health club operating like a "Curves", "Orange Theory", "Ballet Barre" or similar operation shall be permitted provided the same does not exceed four thousand (4,000) square feet of floor area and is located more than one hundred fifty feet (150') from the Demised Premises), massage parlor (provided however that therapeutic massages offered by legitimate operators such as "Massage Envy" or legitimate operators in a day spa, and located more than one hundred fifty feet (150') from the Demised Premises, shall be permitted),

sporting event, sports or game facility, off-track betting club, or (c) for any establishment which sells or displays pornographic materials (except that the incidental sale or display of adult materials in not more than ten percent (10%) of a book or video store that is part of a national or regional book or video store chain similar in quality to a "Barnes & Noble" shall be permitted), or (d) for any establishment which sells or dispenses marijuana, or (e) for any establishment which sells or displays used merchandise or second hand goods (provided however, that this restriction shall not apply to a store typically found in a first class shopping center that sells reconditioned and/or gently used merchandise together with new merchandise such as a jewelry store and/or vintage clothing store selling items on consignment like "Plato's Closet" or "Play It Again Sports", nor shall it prevent a video/recording store from engaging in a CD or video exchange program or the sale or trading of video games by "EB Games" and/or "GameStop" but specifically are prohibited are operations like "Salvation Army" or "Goodwill"). Up to twenty thousand (20,000) square feet of floor area, in the aggregate, of Restaurants or establishments selling food prepared on premises for consumption on or off premises shall be permitted so long as they are located more than one hundred fifty feet (150') from the Demised Premises. (Collectively the uses described herein are referred to as the "Prohibited Uses".)

2. A funeral establishment; automobile sale, leasing, repair or display establishment or used car lot, including body repair facilities and quick-lube and tire and battery facilities, provided, however, the foregoing shall not be deemed to prohibit a "Tesla" or similar showroom from operating within the Shopping Center; auction or bankruptcy sale, unless pursuant to a court order; pawn shop; outdoor circus, carnival or amusement park, or other outdoor entertainment facility; outdoor meetings (excluding any use of a patio area incidental to another use); bowling alley; primarily pool or billiard establishment; shooting gallery; off-track betting (provided that state sponsored lottery tickets shall not be prohibited); refinery; adult bookstore or facility selling or displaying pornographic books, literature, or videotapes (materials shall be considered "adult" or "pornographic" for such purpose if the same are not available for sale or rental to children under 18 years old because they explicitly deal with explicit human sexuality); massage parlor, except this shall not prohibit massages in connection with a day spa, hair salon, massage therapy service provider that is typically found in first-class shopping centers such as Massage Envy or similar operator of good moral character, or by a chiropractor or similar medical provider; any residential use, including but not limited to living quarters, sleeping apartments or lodging rooms; theater; auditorium, meeting hall, ballroom, day care facility, school or other place of public assembly, provided, however, the foregoing shall not be deemed to prohibit one (1) tutoring or other educational facilities, such as Sylvan or Kumon Learning Center occupying not more than five thousand (5,000) Leasable Square Feet; agency, department or bureau of any governmental authority or unemployment agency, service or commission; full-service gymnasium or health club, provided, however, the foregoing shall not be deemed to prohibit (i) not more than one (1) health or wellness center such as, without limitation, a Yoga studio, karate center or similar operator with exercise equipment and/or offering personal training/fitness classes and occupying not more than five thousand (5,000) Leasable Square Feet, and (ii) one (1) full-service gymnasium or health club such as, without limitation, "Crunch Fitness" located within the "Permitted Health Club Area" depicted on Exhibit B or within Phase II depicted on Exhibit B and occupying not more than thirty thousand (30,000) Leasable Square Feet; dance hall or dance studio, provided, the foregoing shall not be deemed to prohibit a tenant from offering dance lessons or exercise sessions incidental to

another use; cocktail lounge, bar, disco or night club, provided, however, the foregoing shall not be deemed to prohibit a bar incidental to a permitted restaurant use; bingo or similar games of chance, but lottery tickets and other items commonly sold in retail establishments may be sold as an incidental part of business; video game or amusement arcade, except as an incidental part of another primary business; skating or roller rink; car wash, car repair or car rental agency; temporary or seasonal stores which sell holiday (including without limitation, Christmas and/or Halloween) themed decor, decorations, costumes, artificial Christmas trees, Christmas lights, Christmas ornaments, and/or holiday themed party goods including, without limitation, the following stores: Spirit Halloween stores, Always Christmas stores and similar operators;

3. As of the date hereof and during the Term of this Lease, Landlord shall not lease, rent, occupy or permit to be occupied or used, any space in the Shopping Center for the following uses: (a) bowling alley (unless incidental to a movie theater use or restaurant use and as part of a bowling alley otherwise permitted herein); however, a first class operator such as Pinstripes shall be permitted so long as the same is not located within two hundred feet (200') of any demising wall of the Premises; (b) arcade, unless incidental and part of a movie theater; (c) tavern or bar, unless such use is incidental to a restaurant use or a micro-brewery so long as the same is not located within two hundred fifty (250) feet of any demising wall of the Premises; (d) health club, spa or gymnasium; provided, however, the following: one (1) health club, and one (1) nationally recognized, reputable and upscale spa that does not offer massages of a sexual or illegal nature, or a gymnasium shall be permitted so long as the same are not located within two hundred feet (200') of any demising wall of the Premises; (e) night club or discotheque; (f) any "second hand" or "surplus store"; provided, however, national or regional operators such as Plato's Closet, Play it Again Sports, and Gamestop shall be permitted; (g) any mobile home park, trailer court, labor camp, junkyard, or stockyard; (h) any dumping, disposing, incineration, or reduction of garbage (exclusive of dumpsters and related trash removal equipment located in the rear of any building); (i) any fire sale, bankruptcy sale or auction house operation unless operated pursuant to a court order or similar order; (j) any laundromat; however, a store accepting drop-offs and performing cleaning off of Shopping Center grounds shall be permitted so long as the same is not adjacent to the Premises; (k) any automobile, truck, trailer or R.V. sales, leasing, rental, cleaning, display or repair; (l) any skating rink; (m) any living quarters, sleeping apartments, or lodging rooms; (n) any veterinary hospital, animal raising facilities or pet store (a first-class, nationally or regionally recognized and reputable pet store such as "Petco", "PETSMART", "Pet Supplies Plus" or "Pet Supermarket" is permitted so long as it is not located adjacent to the Premises); (o) any mortuary; (p) check cashing, unless such use is incidental to a bank; (q) a store primarily utilized for the sale of liquor; provided, however, a high end liquor store such as Total Wine, Bevo or Goody Goody (as the same are operated as of the Effective Date), shall be permitted so long as the same is not located within 200 feet of any demising wall of the Premises; (r) medical office or medical facility, except as provided below; (s) off-track betting business; (t) billiard or pool hall; (u) adult book or adult video tape store (which are defined as stores in which greater than five percent (5%) of the inventory is not for sale to minors because of its explicit sexual nature); (v) office use, except as provided below; (w) military recruitment center, or (z) cash for gold or similar operation. The provisions of this Section shall not be construed to prohibit any existing tenant whose lease predates this Lease which, as of the Effective Date of this Lease, is not restricted by the terms and conditions of this Section 7.4, but only to the extent permitted in such tenants' lease and Landlord agrees not to amend any lease to permit additional rights for the use of such premises or otherwise

consent to an assignment, sublease or similar transfer that would permit additional rights for the use of such premises.

Notwithstanding anything to the contrary contained herein "Retail Service Offices", which are defined as offices which cater to the general public and are typically found in first class shopping centers, such as banks, insurance agents, travel agents, realtors, dentist offices, chiropractor offices, eye doctor offices, doctor offices or stock brokers, shall be permitted, provided that the total aggregate leasable floor area for Retail Service Offices shall not exceed fifteen thousand (15,000) leasable square feet and in no event shall such Retail Service Offices be located within the "In-Line Buildings" depicted on Exhibit "A", other than the "Shops" space depicted on Exhibit "A" within such In-Line Buildings.

4. Landlord covenants and agrees that so long as Tenant is open and operating for business in the Premises (further, provided that any closure of the Premises due to a casualty, repair, taking or remodeling by Tenant shall not be deemed a closure for purposes of this subsection (b)) and is not in default of this Lease beyond any applicable notice and cure period, Landlord agrees that during the term of this Lease, Landlord shall not enter into a lease with a future tenant in the Shopping Center which permits such tenant to engage in:

- i) an "adult" oriented business such as an adult book or video store (materials shall be considered "adult" if same are not available for sale or rental to children under 18 years because they explicitly deal with or depict human sexuality)
- ii) massage parlor (provided this shall not prohibit massages in connection with a day spa, hair salon, or any services provided by a licensed massage therapist or other doctor);
- iii) funeral home;
- iv) an educational center offering on site classes larger than 10,000 square feet (provided this shall not be deemed to prohibit tutoring or similar facilities, or any physical fitness classes as part of a gym, physical fitness or exercise facility or dance or martial arts facility;
- v) a tattoo or piercing parlor;
- vi) church or meeting hall;
- vii) a bowling alley;
- viii) an amusement center or arcade within one hundred feet of the Premises, except as incidental to another primary business;
- ix) a pool hall (provided pool tables which are incidental to another primary business shall be permitted); and

x) any use which emits or results in a strong, unusual or offensive odors, fumes, dust or vapors, is a public or private nuisance, emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness, creates a hazardous condition, or is used, in whole or in part, for warehousing or the dumping or disposing of garbage or refuse (provided for greater certainty that restaurants and nail salons shall not be prohibited pursuant to this Section)

5. Except for existing leases. Landlord agrees that unless Tenant consents in writing and for so long as Tenant is opening and operating for business in the Demised Premises fully stocked and staffed and is not in default of any of the terms and conditions of this Lease beyond any applicable notice and cure period, Landlord shall not execute any lease for any portion of the property described in Exhibit "B" that expressly permits the operation of a business for any Prohibited Entertainment Facility, any Non retail Facility (except as expressly permitted herein), or any Hazardous or Undesirable Facility. The restrictions imposed on Landlord by Tenant pursuant to this Section 29 are collective referred to here as the "Tenant Prohibited Uses".

A. As used herein, "Prohibited Entertainment Facility" shall mean a movie theater, amusement arcade (unless incidental to another use), stage production(s), video game room (unless incidental to another use), skating rink, bingo parlor that is not complementary with a first class retail center. The foregoing shall not be deemed to prohibit the operation of movie theater within Phase II, entertainment facilities that are complementary with first class retail use (including without limitation first class bars, taverns, billiards rooms, pool halls, bowling alleys, and live entertainment facilities); provided no such permitted entertainment facility may be located within 250 feet from the front door of the Premises.

B. As used herein, "Non retail Facility" shall mean professional space or offices (except as is incidental to a retail operation), warehousing operations, and meeting halls or places for private clubs or organizations. No Non-retail Facility may be located within 250 feet from the front door of the Premises. Notwithstanding the foregoing, a Non-retail Facility shall not include, repairs, alterations and service offices incidental to retailing including, without limitation, insurance offices, nail and hair salons and title company offices, and banks and small loan offices, medical offices, chiropractic, dental and orthodontic offices, tax consulting offices and financial consulting offices

C. As used herein, "Hazardous or Undesirable Facility" means gas stations, motorcycle shops (sales or service), gun shops (except as part of sports stores such as Dick's), pawn shops, flea markets, second hand merchandise or consignment operations (except for uses found in first class retail centers, for example, but not in limitation, Plato's Closet, Play it Again Sports and antique stores), massage parlors (excluding any massage services incidental to a gym/health club, first-class day spa such as "Hand & Stone" or "Massage Envy"), adult book or adult video stores, or other businesses which sell or display pornographic material (provided, however, that the foregoing shall not prohibit the sale of such items on an incidental basis within the operation of a national or regional book store or video store (or technological evolution thereof) (e.g., Barnes & Noble, Books A Million) of the type typically found in first class shopping centers or from an art gallery of the type

located in first class shopping centers, industrial or manufacturing uses, automobile or trailer sales (except as part of a sports store), or any use where inventory is stored or displayed in the Parking Areas of the Shopping Center, other than within the sidewalk area or on a temporary basis within the Common Areas not otherwise prohibited in this Lease. In addition, a Hazardous or Undesirable Facility shall include any business that grows, delivers, transfers, supplies, dispenses, distributes or sells marijuana, except through a full-service pharmacy with a fully licensed pharmacist on premises.

6. (a) Adult bookstore or adult audio/video store or facility selling or displaying adult products, pornographic books, literature or materials, (except that the incidental sale or display of adult materials in not more than ten percent (10%) of a book or video store that is part of a national or regional book or video store chain similar in quality to a "Barnes & Noble" shall be permitted);

(b) Massage parlor, except this shall not prohibit massages in connection with a day spa, hair salon, massage therapy service provider that is typically found in first-class shopping centers such as Massage Envy or similar operator of good moral character, or by a chiropractor or similar medical provider;

(c) "Head" shop store or store specializing in the sale of drug paraphernalia;

(d) Pawn shop, auction house, or flea market;

(e) Funeral establishment;

(f) Automobile sale, leasing or repair facility or used car lot, including body repair facilities, provided, however, the foregoing shall not be deemed to prohibit an automotive service retailer such as Autozone;

(g) Auction or bankruptcy sale, unless pursuant to a court order;

(h) Outdoor circus, carnival (or carnival like show), rides or amusement park;

(i) Bowling alley, unless incidental to an entertainment use;

(j) Pool or billiard parlor establishment, unless incidental to a restaurant or other entertainment use;

(k) Shooting gallery;

(l) Off-track betting (provided that state sponsored lottery tickets shall not be prohibited);

(m) Refinery;

(n) Any residential use, including but not limited to living quarters, sleeping apartments or lodging rooms;

(o) Theater;

(p) Auditorium, meeting hall, ballroom, school, church or other place of public assembly, provided, however, the foregoing shall not be deemed to prohibit one (1) tutoring or other educational facilities, such as Sylvan or Kumon Learning Center occupying not more than five thousand (5,000) Leasable Square Feet;

(q) Unemployment agency, service or commission;

(r) Gymnasium, health club, exercise or dance studio or dance hall within 75 feet of the Premises;

(s) Bingo or similar games of chance, but state sponsored lottery tickets and other items commonly sold in retail establishments may be sold as an incidental part of business;

(t) Video game, arcade, pinball or amusement arcade or electronic game room (except as an incidental part of another primary business otherwise permitted);

(u) Skating or roller rink;

(v) Car wash;

(w) Cocktail lounge, bar, tavern, disco or night club, unless incidental to a restaurant use;

(x) Restaurant (excluding any cafe incidental to any retail use) within 75 feet of the Premises, provided, however, the foregoing shall not be deemed to restrict any restaurant uses occupying not more than two thousand five hundred (2,500) square feet, in the aggregate, within the "Shops 6,400" space as depicted on the Site Plan;

(y) Dry cleaner, however, a store accepting drop-offs and performing cleaning off of Shopping Center grounds shall be permitted;

(z) Office or non-retail use within 100 feet of the Premises (which shall not prohibit in the Shopping Center: (i) uses commonly referred to as "quasi-retail", "service retail" or "retail offices" such as a travel agency, real estate office, insurance agency, accounting service, insurance brokerage, stock brokerage, financial services, bank, dentists, doctors, orthodontists, chiropractors, etc., (ii) any office space used by a retailer incidental to its retail operations, (iii) a shopping center management office not to exceed 1,500 square feet provided it is not located within 100 feet of the Premises);

(aa) Telemarketing or call center;

(bb) For veterinary services or the overnight boarding of animals, excluding such incidental services and boarding by a full-line pet store such as, without limitation, PetSmart and Petco;

7. Landlord covenants that no portion of the Shopping Center shall be used for any of the following purposes: a bowling alley, unless incidental to an entertainment use and at least two hundred fifty

(250) feet from the Premises; a video or amusement arcade (other than as an incidental use); the sale of alcoholic beverages for on-premises consumption within five hundred (500) feet of the Premises, provided, however, the foregoing shall not be applicable to any on-premises consumption of alcoholic beverages incidental to a restaurant use as long as the restaurant is not adjacent to the Premises; a movie theatre within five hundred (500) feet of the Premises, unless located within Phase II as shown on Exhibit A-1 and at least 250 feet from the Premises; a fitness center, gymnasium, aerobics studio or weightlifting center within two hundred fifty (250) feet of the Premises, provided, however, the foregoing shall not be deemed to prohibit a mini-workout facility not exceed 3,000 square feet such as "Curves" as long as it is not adjacent to the Premises; the sale of automotive parts including tires (other than as an incidental use) or automotive services including repair services, provided, however, the foregoing shall not be deemed to exclude a first class auto parts store typically found in Comparable first class shopping center such as AutoZone as long as it is at least 500 feet from the Premises (or if such use is located inside an existing building shared by other tenants, the same must be located at least 400 from the Premises); the sale, rental or display of materials that are pornographic in nature, except that the incidental sale or display of adult materials in no more than ten percent (10%) of a book or video store that is part of a national or regional book or video store chain similar in quality to a "Barnes and Noble" shall be permitted); any unusual fire, explosive or dangerous hazards (including the storage, display or sale of explosives or fireworks other than "sparklers"); a restaurant adjacent to the Premises; a carnival or amusement park; the sale of Christmas trees or pumpkins within the parking lot or other Common Areas; an assembling, manufacturing, distilling, refining, smelting, industrial, agricultural, drilling or mining operation; storage (other than as an incidental use); a commercial laundry or dry cleaning plant; a laundromat; a pet store, pet supply store, veterinarian or veterinary hospital adjacent to the Premises; a mortuary or funeral establishment; the sale of coffins or caskets; a pawn shop; a flea market; a shooting gallery; an use that permits a pest infestation without prompt action to eliminate the infestation; any use that permits music or sounds to be heard outside of the premises when all doors are closed, excluding low-level background music in any outside patio areas incidental to another retail or restaurant use as long as it can't be heard within the Premises; any use that permits noxious odors to be smelled outside the Premises; and any use that permits vibrations to be felt outside of the premises.

8. (i) any operation primarily used as a storage warehouse operation and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation; (ii) any "second hand" store or "surplus" store except those found in first class retail centers; (iii) any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance); (iv) any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of any building); (v) any bankruptcy sale, "going" out-of-business sale (unless pursuant to a court order), or auction house operation; (vi) any central laundry, dry cleaning plant, or laundromat; provided, however, this prohibition shall not be applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping districts in the metropolitan area where the Shopping Center is located; (vii) any automobile, truck, boat (except for part of a sporting goods store), trailer or recreational vehicle sales, leasing, display or body and mechanical repair operation, or dispensing of petroleum products; (viii) bowling alley unless within "Phase II" as depicted on Exhibit "B" or within the "Beall's Premises" as depicted on Exhibit B and excluding

any incidental bowling alley that may be part of an overall entertainment use such as, without limitation, Dave & Buster's; (ix) skating rink; (x) any movie theater, cinema or live performance theater unless within "Phase II" or within the Beall's Premises; (xi) any residential use, including but not limited to, single family dwellings, townhouses, condominiums, other multi-family units, and other forms of human living quarters, sleeping apartments or lodging rooms; (xii) any veterinary hospital or animal raising or boarding facilities (except that this shall not prohibit pet shops); (xiii) any mortuary, funeral home or funeral parlor; (xiv) any establishment selling or exhibit pornographic materials or drug-related paraphernalia, except that this shall not prohibit (a) videotape sale and rental stores which sell or rent primarily non-"X-rated" videotapes (that is, "G" to "R"-rated videotapes) but which also rent or sell "X-rated or non-rated videotapes" for off-premises viewing only, provided such X-rated or similar videotapes, and the place and procedure for selection thereof, precludes viewing or selection by minors and with no promotional, advertising or other depiction or description in respect to any "X-rated" or non-rated or similarly videotape displayed or utilized within or outside the store; or (b) book stores and other stores such as drug stores which sell primarily general audience books and other reading, listening, and/or other materials which are not perceived to be, or hold themselves out as "adult book" stores, but which incidentally sell books, magazines and other periodicals, records, CD's and tapes which may contain pornographic materials so long as such sale is not from any special segregated section in the store; (xv) flea market; (xvi) automobile or truck washing facility unless located no closer than 500 linear feet from the Premises; (xvii) night club, disco or other dance hall; (xviii) amusement, game rooms, video arcades or similar establishments, including without limitation the use of pinball machines, electronic games and similar apparatus, except as an ancillary use or as part of an overall entertainment use; (xix) pool or billiard facilities of any kind except as an ancillary use; (xx) any gambling facility or operation, including but not limited to, off-track or sports betting parlor; table games such as black-jack or poker; slot machines, video poker/blackjack/keno machines or similar devices; bingo hall or card parlor (notwithstanding the foregoing, the prohibition shall not apply to governmental sponsored gambling activities or charitable gambling activities, so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the occupant); (xxi) amusement park, carnival or festival; (xxii) auditorium, meeting hall, or banquet facility; (xxiii) private or commercial massage parlor; provided, however, the foregoing shall not be deemed to prohibit a typical "day spa" such as "Massage Envy" or any incidental massage services by a full-service gym or other retail use such as "ULTA Cosmetics" or massages performed by licensed massage therapists; (xxiv) adult entertainment center or social club meant for groups over the age of eighteen (18); (xxv) church; and /or (xxvi) shooting gallery.

9. Landlord agrees that, from the date hereof until expiration of the term of this lease, no other premises in the Shopping Center shall at any time contain more than (i) fifteen thousand (15,000) square feet of floor area therein used or occupied for, or devoted to, the sale or display of apparel and related accessories, and/or (ii) seven thousand five hundred (7,500) square feet of floor area therein used or occupied for, or devoted to, the sale or display of shoes, footwear and related accessories, and/or (iii) fifteen thousand (15,000) square feet of floor area therein used or occupied for, or devoted to, the sale or display of furnishings for the home including the following categories of items: linens and domestics, window treatments, floor coverings, bathroom items, bedding, furniture, wall decor, decorative lighting, housewares, table top goods, glassware, flatware, cookware, kitchen utensils, giftware and/or closet, shelving and storage items and home

accessories (all of the foregoing hereinafter referred to as a "Competing Use" and the merchandise referred to therein as the "Protected Merchandise"). The computation of such floor area shall include one half (1/2) of all floor area in any aisles, corridors or similar spaces adjacent to or abutting any racks, gondolas, shelves, cabinets, counters or other fixtures or equipment containing or used for the sale or display of the Protected Merchandise. Tenant acknowledges and agrees that:

(a) so long as Landlord enters into leases with such parties on or before the date Landlord satisfies the acquisition contingency as set forth in Section 18.25 of the lease and, on or before the Outside Acquisition Date (defined in Section 18.25 of the lease), provides Tenant with written notification thereof which shall include a copy of the fully-executed signature page of the applicable lease, Tenant agrees that the restrictions set forth in this Schedule B, Paragraph 4(B) shall not be applicable to any of the following: (i) Intentionally Deleted, (ii) Michaels Stores, Inc. in space within the Shopping Center containing not more than 22,000 square feet of floor area, (iii) Beall's Outlet Stores, Inc. in space within the Shopping Center containing not more than 20,500 square feet of floor area and (iv) Old Navy, LLC in space within the Shopping Center containing not more than 20,000 square feet of floor area and each of their respective affiliates (such retailers are individually referred to as an "Exempt Retailer") which are to be part of the initial development of the Shopping Center provided the Exempt Retailer conducts business in the Shopping Center as a typical retail store of the type operated by such Exempt Retailer (excluding permissible closures for remodeling, casualty, condemnation or as otherwise provided in the Exempt Retailer's lease) as of the date hereof, shall not be deemed a violation of this Schedule B, Paragraph 4(B); (

b) the operation of a typical full-line department store which is at least 50,000 square feet of floor area shall not be deemed a violation of this Schedule B, Paragraph 4(B) provided that such full-line department store operates in a manner similar to the manner in which a typical full-line department store operates as of the date of this lease;

(c) the operation of a typical full-line home improvement store (such as, without limitation, Home Depot or Lowe's) which is at least 50,000 square feet of floor area shall not be deemed a violation of this Schedule B, Paragraph 4(B) provided that such full-line home improvement store operates in a manner similar to the manner in which a typical full-line home improvement store operates as of the date of this lease;

(d) the operation of one (1) full-line furniture store (such as, without limitation, Haverty's, Rooms-To-Go, Ashley's Furniture, Ethan Allen) shall not be deemed a violation of this Schedule B, Paragraph 4(B) provided that such full-line furniture store operates in a manner similar to the manner in which a typical full-line furniture store operates as of the date of this lease; and

(e) the operation of one (1) full-line sporting goods store (such as, without limitation, Dick's Sporting Goods, Hibbits or Academy) provided such sporting goods store operates in a manner similar to the manner in which a typical full-line sporting goods store operates as of the date of this lease.

10. So long as this Lease is in full force and effect, no portion of the Shopping Center (other than the Premises), or any property contiguous to the Shopping Center (including, without limitation, any property that would be contiguous or adjacent to the Shopping Center but for any intervening road, street, alley or highway) owned or controlled now or at any time hereafter by Landlord or any affiliate of Landlord, shall be occupied or used, directly or indirectly, for the purpose of conducting a "craft store", store selling arts and crafts, art supplies, craft supplies, picture frames or picture framing services, framed art, artificial flowers and/or plants, artificial floral and/or plant arrangements, holiday themed decor, decorations and costumes, wedding goods (except apparel), party goods, scrapbooking/memory book store, or a store selling scrapbooking/memory book supplies, accessories, and/or decorations or other papercrafting (e.g. making greeting cards, gift bags, tags, and other related or similar items) supplies, accessories and/or decorations associated with the foregoing, or providing classes on any of the foregoing or any combination of the foregoing categories, or any store similar to the operation of a typical Michaels store as operated as of the Effective Date of this Lease. This Section 16.4.1 shall not apply (A) to any lessee whose lease was fully executed on the Effective Date hereof and is identified on Exhibit I as an "Existing Lease Not Subject to Tenant's Exclusive or Prohibited Uses;" provided, however, that this exception shall not apply if (i) Landlord permits or agrees to an expansion of the premises for any such permitted use which violates Tenant's exclusive, or (ii) Landlord permits or agrees to the change of a permitted use by any such lessee or its successors or assigns in circumstances where Landlord has the right to withhold its consent to or prevent any such change in use without being in breach of such other tenant's lease, or (iii) Landlord permits or agrees to an assignment or sublease of such existing lease if Landlord may avoid the granting of such permission, or (iv) Landlord has the right, by virtue of the provisions of the existing lease, to cause said lessee to honor the exclusive granted to Tenant by giving said existing lessee notice of this exclusive or otherwise, or (B) to any lessee for which the sale of a product or service covered by the exclusive granted to Tenant hereunder is merely incidental to such lessee's primary use, unless the total space which such lessee devotes to the products or services which violate the exclusive contained in this Section 16.4.1 exceeds the lesser of (I) one thousand (1,000) Leasable Square Feet, or (II) ten percent (10%) of such lessee's sales area (inclusive of allocable aisle space and linear shelf space); provided, however this subpart (B) shall not apply to the rendering of picture framing services, it being the intention that no other lessee or occupant shall be permitted to offer said services not even on an incidental basis (except as provided in subpart (A)). The restrictions set forth above shall be deemed to be covenants running with the land and shall bind and burden the Shopping Center (and any contiguous property as provided above) and shall inure to the benefit of the Premises and Tenant. Tenant hereby acknowledges that:

(a) so long as (i) Landlord notifies Tenant that Landlord has entered into leases with such parties on or before the Deadline for Ownership as set forth in Section 8.1 herein, (ii) Landlord obtains the same acknowledgment for Tenant's benefit in the lease from each of the following parties with respect to such parties' exclusive use provisions, and (iii) the Exempt Retailers do not operate primarily as a craft store or provide picture framing services, Tenant acknowledges that the restrictions set forth in this Section 16.4.1 shall not be applicable to any of the following: (i) Ross Dress For Less, Inc. ("Ross"), (ii) MARSHALLS OF MA, INC. ("Marshalls TJ Maxx" and "Homegoods"), (iii) Beall's Outlet Stores, Inc. ("Beall's") and (iv) Old Navy, LLC ("Old Navy") and each of their respective affiliates (such retailers are

individually referred to as an "Exempt Retailer*") which are to be part of the initial development of the Shopping Center provided the Exempt Retailer conducts business in the Shopping Center as a typical retail store of the type operated by such Exempt Retailer excluding permissible closures for remodeling, casualty, condemnation or as otherwise provided in the Exempt Retailer's lease) shall not be deemed a violation of this Section 16.4.1;

(b) the operation of a typical full-line department store or discount department store which is at least 50,000 Leasable Square Feet shall not be deemed a violation of this Section 16.4.1 provided that such department store or discount department store operates in a manner similar to the manner in which a typical full-line department store or discount department store operates as of the Effective Date of this Lease (in no event shall any store which is primarily a craft store ever be considered a department store or discount department store and in no event shall such department store or discount department store provide picture framing services); and

(c) the operation of a typical home improvement store (such as, without limitation, Home Depot or Lowe's) which is at least 50,000 Leasable Square Feet shall not be deemed a violation of this Section 16.4.1 provided that such home improvement store operates in a manner similar to the manner in which a typical home improvement store operates as of the Effective Date of this Lease (in no event shall any store which is primarily a craft store ever be considered a home improvement store and in no event shall such home improvement store provide picture framing services).

11. So long as Tenant is open and operating (subject to Permitted Closures) for business in the entire Premises fully stocked and staffed for the sale of the Exclusive Items (as defined herein) and is not in an Event of Default beyond any applicable notice and cure period, Landlord shall not lease, rent, occupy or permit to be occupied or used, any space in the Shopping Center principally for the sale of teen and pre-teen oriented merchandise at price points of \$10 and less (the "Exclusive Items"); provided, however, Tenant's exclusive right set forth in this Section 7.3 shall be reinstated upon the cure of any such Event of Default or re-opening, although any tenant who has entered into a lease while Tenant's exclusive right set forth in this Section 7.3 hereunder is not in effect shall be permitted to continue such use after the cure of any such Event of Default or after re-opening for business, as the case may be. The rights granted to Tenant regarding the Exclusive Items is hereinafter referred to as "Tenant's Exclusive". For purposes hereof, a store shall be deemed to be operating for such purpose if it uses more than the lesser of (i) ten percent (10%) of the sales space within its premises, or (ii) one thousand (1,000) leasable square feet of space therefor for the sale of Exclusive Items) In addition to the foregoing, Tenant acknowledges that Tenant's Exclusive shall not (ww) prevent any tenant or occupant of the Shopping Center occupying more than 30,000 contiguous square feet of leasable floor area from selling those items that such tenant normally and customarily sells in a majority of its other locations as of the Effective Date, or (xx) apply to a retailer of one (1) principal category of merchandise that devotes at least 75% of its sales floor area to the sale of one (1) principal category of merchandise such as an electronics store, apparel store, book store, toy store, clothing store, video rental store, health and beauty aids store, convenience store, or (yy) prohibit the operation of a typical "Charming Charlie" or "Versona", "Gap" or "Gap Kids", as such retailers operate as of the Effective Date.

Tenant acknowledges that the restrictions set forth in this Section 7.3 shall not be applicable to any of the following: (i) Ross Dress For Less, Inc. ("Ross"), (ii) MARSHALLS OF MA, INC. ("Marshalls" and "Homegoods"), (iii) Beall's Outlet Stores, Inc. ("Beall's"), (iv) Michaels Stores, Inc. ("Michaels") and (v) Old Navy, LLC ("Old Navy") and each of their respective affiliates (such retailers are individually referred to as an "Exempt Retailer") which are to be part of the initial development of the Shopping Center provided the Exempt Retailer conducts business in the Shopping Center as a typical retail store of the type operated by such Exempt Retailer (excluding permissible closures for remodeling, casualty, condemnation or as otherwise provided in the Exempt Retailer's lease) shall not be deemed a violation of this Section 7.3.

12. Provided that Tenant is in possession of the Premises and operating its business therein without default, Landlord agrees that it will not enter into a lease or consent to the use and occupancy of any other space within the Shopping Center by a tenant, subtenant, assignee, licensee or concessionaire (collectively, "Occupant") to operate primarily as a shoe store ("Exclusive Use").

13. So long as Tenant is open and operating in the Premises for the permitted use in Section 2.6 above and is not in default under this Lease beyond the applicable cure period, Landlord shall not knowingly and intentionally lease space in the Shopping Center, nor approve of any change in use that it has the right to approve or disapprove (whether in connection with an assignment or sublease or otherwise), if Landlord has actual knowledge that such lease or approval would result in any person or entity other than Tenant leasing premises located in the Shopping Center for the Protected Use. As used herein, the "Protected Use" shall be defined as the operation of a fast casual restaurant or other restaurant whose Primary Use is the sale of smoked bone-in chicken, pulled pork and ribs. For greater certainty, the Protected Use shall not include any prohibition on others in the Shopping Center selling boneless chicken breasts and any other boneless part of the chicken, nor shall the Protected Use include chicken wings of any sort despite the fact that they may have a bone or are smoked. In addition, the term "Primary Use" shall mean that twenty-five percent (25%) or more of such tenant's occupants annual calendar year gross sales are from the sale of smoked bone-in chicken, pulled pork and ribs.

Section 2.6B shall not apply to any of the following: (i) spaces which are leased or used for Major Occupants; (ii) any Outparcels; or (iii) any tenant or other occupant, their assignees or subtenants, operating in the Shopping Center whose lease predates this Lease; (iv) any portion of Phase II; (v) any sale of pizza merely because pulled pork or ribs are a topping on pizza; (vi) any sale of submarine sandwiches merely because pulled pork or ribs are a sandwich ingredient; and (vii) any sale of Mexican style food merely because pulled pork or ribs are an ingredient in dishes.

14. Landlord covenants and agrees that so long as Tenant is open and operating for business in the Premises (further, provided that any closure of the Premises due to a casualty, repair, taking or remodeling by Tenant shall not be deemed a closure for purposes of this subsection (b)) for

the initial Permitted Use and is not in default of this Lease beyond any applicable notice and cure period, Landlord agrees that during the term of this Lease, Landlord shall not enter into a lease with a future tenant in the Shopping Center which permits such tenant to engage in the sale and prescription of eyeglasses, sunglasses, contact lenses and optometric practice and procedures ("Tenant's Exclusive"). Tenant shall provide Landlord with written notice of any alleged violation of Tenant's Exclusive set forth above. The foregoing shall not apply to: (i) Existing Tenants (as defined herein); provided, however, Landlord will withhold consent of any changing to the permitted use of an Existing Tenant to the extent that such change shall violate Tenant's Exclusive, but only to the extent that Landlord is required to consent to a change in use or assignment or sublease that is not permitted under the respective lease. As used herein, Existing Tenant shall mean tenant's with leases or occupancy agreements in effect as of the Reference Date, a list of which is provided on Exhibit F ("Existing Tenants") together with their successors and assigns; (ii) tenant's selling eyeglasses and sunglasses that are incidental in nature being defined as less than 10% of such tenant's floor area being dedicated to such use; or (iii) tenant's in excess of 10,000 square feet of Floor Area.

15. During the Lease Term, Tenant shall have the exclusive right to sell and/or rent bridal wear and women's evening wear, special occasion wear and bridesmaid dresses (collectively the "Exclusive Use") in the Center, including any additions or expansions thereto, owned, or controlled, by Landlord, or a related entity of Landlord (or in which Landlord, or a related entity of Landlord, has a twenty-five percent (25%), or greater, equity interest). The foregoing Exclusive Use shall not be deemed to prohibit the sale or display of bridal wear and women's evening wear, special occasion wear and bridesmaid dresses in the lesser of (i) ten percent of any tenants Floor Area or (ii) two hundred fifty (250) square feet of Floor Area.

16. Landlord hereby agrees that it will not enter into a lease with any future tenant within the Shopping Center whose use of its premises would be the sale of pizza as a Primary Use. "Primary Use" is defined as 30% or more of pizza as a food menu item (the "Protected Use"). This Protected Use provision shall not apply to any of the following: (i) spaces which are leased or used for Major Occupants, (ii) any tenant whose lease predates this lease, and (iii) any Outparcels.

EXHIBIT D
SIGN CRITERIA
NORTH MACON PLAZA
MACON, GEORGIA

A. General

1. It is intended that the signage of the stores shall be developed in an imaginative and varied manner to achieve a variety of stimulating, illuminated storefront signs and graphics, thereby giving emphasis to Tenant and its merchandise as well as complementing the character of the Shopping Center.

Tenant will provide, at its sole cost and expense, a sign proposal and sign drawing which must receive the written approval of Landlord to conform to the criteria herein. Upon receipt of written approval from Landlord, Tenant must apply and have approved all necessary permits required by local governmental authorities prior to installation.

2. Tenant is required to furnish and install an approved identification sign upon the canopy fascia facing the parking areas, in the area designated by Landlord, prior to Tenant's opening for business with the public.
3. Tenant, at its sole cost and expense, shall furnish, install, maintain and repair its sign.
4. Sign design, size, location and construction shall be completed in compliance with the instructions, limitations and criteria contained herein.
5. Tenant shall not post any permanent signs other than its canopy sign.

B. Sign Criteria

1. Individual self-illuminated letters mounted on an extruded metal raceway shall be used on Tenant's sign. The majority of the copy of Tenant's sign shall be limited to the store name. Copy for such items as are sold therein may be permitted, but only as minor portions of the copy, provided that such minor portions of the sign copy are physically integrated with the store name. Maximum raceway size shall not exceed seven inches (7") by seven inches (7").
2. The use of corporate shields, crests, logos or insignia shall be permitted (subject to Landlord's approval), provided that such corporate shields, crests, logos or insignia shall not exceed the average height for sign letters.
3. All signs and identifying marks shall be within the limitations of the sign fascia panel as set forth hereinafter.
4. The maximum height of sign letters or components on stores shall not exceed 36".
5. The extreme outer limits of sign letters, components or insignia shall fall within a rectangle, which rectangle shall be centered on the canopy in accordance with the frontage of the Premises. The maximum height of the rectangle shall not exceed thirty-six inches (36"). The maximum width of the rectangle shall not exceed seventy-

five percent (75%) of the frontage of the Premises or twenty-four feet (24'), whichever is the lesser. The two (2) long

sides of the rectangle shall not fall closer than six inches (6") to the top and bottom of the canopy fascia panel.

6. Individual sign letter returns shall project between three inches (3") and six inches (6") and must be flush mounted against the canopy. Raceways and returns on letters or components must be painted duranodic.
7. The following design standards will be adhered to:
 - a. Sign letters shall have anodized metal sides, plastic or acrylic faces, trim caps, and mount directly on the canopy.
 - b. No illuminated box signs will be permitted.
 - c. All letters shall have concealed attachment devices, clips, wiring and transformer; no exposed tubing or lamps shall be permitted.
 - d. Sign letters shall be between three inches (3") and nine inches (9") stroke and contain rows of 15 M.M. neon tubing equal to one row per three inches (3") of stroke.
 - e. The color rendition of neon tubing shall be coordinated with the color of the translucent plastic face of the sign letter.
 - f. All 15 M.M. neon tubing shall be controlled by a self- contained, 60 M.A., H.P.E., 120 or 277 volt transformer as may be required or placed behind the canopy.
 - g. It is recommended and preferred that sans serif style letters be used, and ornate or decorative styles shall be avoided; italicized letters are prohibited.

C. Storefront Signage – LED Illumination Specifications.

1. All LED's used for illumination of the graphics outlined in the specification drawings shall utilize GE Tetra Power White XL LED's or Sloan Mini White (or approved equal).
2. Quantity, Spacing & Configuration of LED's used for illumination of the signs illustrated in the specification documents shall follow the guidelines, recommendations and specifications of the LED Manufacturer for the lighting techniques illustrated.
3. Solar grade Optical Bright Lexan faces SG308OB

4. Interiors painted white (use light enhancing Starbrite paint or applied LEF film for greater brightness)
5. Distance from LED to sign face must be minimum 8" (it can be less but then other specs must be adjusted greatly to compensate and insure no hot spots)

D. Prohibited Types of Signs or Sign Components

1. Moving or rotating signs;
2. back-illuminated signs;
3. signs employing moving or flashing lights;
4. signs employing exposed ballast boxes or transformers;
5. signs exhibiting the names, stamps or decals of the sign manufacturer or installer;
6. signs employing painted and/or non-illuminated letters;
7. signs of box or cabinet type employing transparent, translucent or luminous plastic background panels;
8. signs employing luminous vacuum-formed type plastic letters;
9. cloth, wood, paper or cardboard signs, stickers, decals or painted signs around or on exterior surfaces (including interior and exterior surfaces of all doors and/or windows) of the Premises;
10. signs employing noise making devices and components;
11. signs, letters, symbols or identification of any nature painted directly on the exterior surface of the Premises;
12. free-standing signs;
13. signs employing unedged or uncapped plastic letters or letters with no returns and exposed fastenings; and
14. rooftop or exterior wall signs.

E. Procedure for Sign Drawings

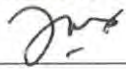
1. Approval of store design drawings or working drawings and specifications for the Premises does not constitute approval of any sign work. Tenant shall submit to Landlord three (3) sets of blue-line prints of its proposed sign drawings and specifications (including samples of materials and colors) within thirty (30) days from the latter of the following dates:
 - (a) receipt of space layout drawings from Landlord; and

(b) execution of the Lease.

2. All drawings shall clearly show location of signs, graphics, color, construction and attachment details. Complete information regarding electrical load requirements and brightness in foot lamberts shall also be included.
3. As soon as possible after receipt of the sign drawings, Landlord shall return to Tenant one (1) set of such sign drawings with its suggested modification(s) and/or approval. If, upon receipt of approved sign drawings bearing Landlord's comments, Tenant wishes to take exception thereto, Tenant may do so in writing by certified or registered mail addressed to Landlord within ten (10) days from the date of receipt of such sign drawings. Unless such action is taken, it will be deemed that all comments made by Landlord on the sign drawings are acceptable to and approved by Tenant.

Agent Certification

The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct the licensed business according to all county ordinances and state laws and regulations in respect thereof, and understand that the Agent named herein may be held personally responsible for violations of County Alcohol Code committed by others at the Agent's direction, or with the Agent's knowledge.

Agent's Signature:  Date: 3/20/24

Business Name: Tenya One LLC DBA Tenmii

I hereby certify that Vita Tjhin (Agent) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 20 day of March, 2024.



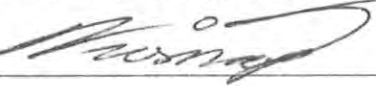
2/26/2028

NOTARY PUBLIC

MY COMMISSION EXPIRES

Owner/Individual Certification

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

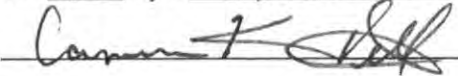
Individual/Owner's Signature:  Date: 2/20/24
(If different from Agent)

Title: Owner

Business Name: Tenya One LLC dba Tenmii

I hereby certify that Kusmayadi Ojunadi (Applicant) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 20 day of March, 2024



2/26/2028

NOTARY PUBLIC

MY COMMISSION EXPIRES

Cameron K Bell
NOTARY PUBLIC
Houston County, GEORGIA
My Commission Expires 02/26/2028

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Tenya One LLC dba Tenni

Business Address: 1625 Bass Rd, Ste 330, Macon GA 312

Instructions:

This form must be completed for each new license or renewal license application for locations selling beer or wine or both, but not distilled spirits, by the package to go.

If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be grounds for denial or revocation of any license issued to you.

Definitions:

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that a Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.
- ☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

- ☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under \$10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.
- ☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.
- ☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.
- ☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.
- ☒ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.



Applicant/Agent Signature

3/20/24

Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

*This form must be completed for each new license application for locations selling alcohol **by the package to go or operating as a bar or nightclub.***

Pursuant to Sec. 4-1 of the Macon-Bibb County Code of Ordinances,

1. Bar shall mean any business that derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises, in accordance with O.C.G.A. § 3-1-2;
2. Nightclub shall mean any business which:
 - Directly or indirectly charges patrons for admission;
 - Is licensed under this Chapter for the sale of alcoholic beverages for consumption on premises;
 - Provides entertainment using amplified sound, including, without limitation, the playing of pre-recorded music through amplified sound by a DJ or emcee or similar person; the playing of live analog, electronic, or digital musical instruments; the presentation of live human speech or dialogue through amplified sound; or any combination of the above;
 - Which does not provide a number of seats suitable for the viewing of such entertainment greater than or equal to the number of patrons present; and
 - Which does not earn at least fifty percent of its annual gross revenues from the sale of prepared meals or the letting of rooms for overnight stay.

If you are selling alcohol by the package to go or operating a bar or nightclub you must:

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470 to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

If you are not operating as a bar or nightclub or selling alcohol by the package to go, simply check the box on this form for "Exempt" and sign at the bottom.

Pursuant to Sec. 4-40 of the Macon-Bibb County Code of Ordinances,

1. Any establishment selling alcoholic beverages by the package to go must install security cameras, which are, at a minimum, of sufficient quantity, quality, and positioning so as to capture the face and clothing of any person entering into the establishment through any public entrance; or making any purchase from the establishment.
2. Any establishment licensed to sell any alcoholic beverage for consumption on premises, which is operating as a bar or nightclub, is hereby required to install security cameras, which must, at a minimum, be of sufficient quantity, quality, and positioning so as to capture the face and clothing of persons entering into said establishment through any public entrance.

Security Camera Compliance Verification Form
Rev. March 2021
Page 1 of 2

thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

3. A digital security camera system shall be deemed to be "of sufficient quality" of and only if each camera required under this Section meets the following criteria:
 - It is capable of producing an image with a 1080p High Definition (1920 x 1080 pixels) resolution or greater at a minimum frame rate of 15 frames per second;
 - It is maintained in a state of being free of dust or debris that would interfere with the quality of the image being produced; and
 - It is capable of operating in the actual interior or exterior lighting conditions that are present during all operations and times of operation for the establishment, and of producing a clear image of the face and clothing of the persons described in this Section in all such lighting conditions.
4. Such cameras meeting the requirements of this Section must be capable of producing a retrievable image on film, tape, or other suitable digital format that can be made a permanent record and that can be enlarged through projection or other means. Cameras meeting the requirements of this Section shall be maintained in proper working order at all times and shall be subject to periodic inspection by the Sheriff.
5. Establishments required under this Section to install security cameras shall maintain all video images captured thereby for a period of at least thirty days from the date of image capture.
6. The failure to have or maintain security cameras in good working condition, with sufficient backup storage as to permit the retrieval of images as required by this Section shall be a violation of this Section and shall be punishable in accordance with the general provisions of Section 1-6 of this Code, as well as by any adverse action against the alcohol licensure of such business, up to and including the revocation or denial of all existing alcohol licenses held by such licensee.

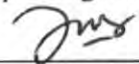
Business Name: Tenya One LLC dba Tenmii 31210
Business Address: 1625 Bass Rd Ste. 330, Macon, GA ~~31203~~

I hereby certify that on this date, I have inspected the security camera and image retrieval system located at the above business and found it to be in compliance with the requirements of Sec. 4-40 of the Macon-Bibb County Code of Ordinances, as stated hereon.

 Code Enforcement Department Designee

 Date

☒ **Exempt:** Check this box if you are not licensed, not applying for package to go license, or not operating as a bar or nightclub.


 Applicant/Agent Signature

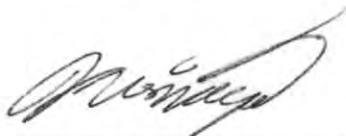
3/20/24
 Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.



Signature

Kusmayadi Djunaidi

Print Name

04/09/24

Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.



Signature

Vita Thiri

Print Name

3/20/24

Date

Rev. 9/2020



Alcohol License Questionnaire

Name of Business: Tenya One LLC dba Tenmii
 Owner's Name: Kusmayadi Djunaidi
 Address: 1625 Bass Rd Ste. 330
Macon, GA 31210

1. Do you own or are you leasing your business location? ☐ Own ☒ Lease
2. If you purchased the building, what was the final sale price as reflected in public records? \$ _____
3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?
 Please circle one: ☐ Relation, see below ☒ No Relation

4. If you are leasing the building, will your landlord be involved in the day to day business operations? ☐ Yes ☒ No
5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? ☐ Yes ☒ No
6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? ☐ Yes ☒ No
7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☒ Yes ☐ No

Signature

Kusmayadi Djunaidi

Print Name

04/16/24

Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

This form must be completed by any bar or nightclub operating with an alcohol license which allows or requires security personnel to carry firearms while working. The form shall be submitted upon applying or renewing any license to sell alcohol on the premises. This form is not required for businesses employing certified peace officers in good standing with the Georgia Peace Officer Standards and Training Counsel. Applicants applying for special events which employ armed security personnel are required to submit this form.

Pursuant to the licensing requirements of Sec. 4-550 of the Macon-Bibb County Code of Ordinances, attach the following documentation to this form prior to submission:

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.
2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.

NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.

3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

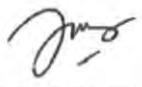
If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: Tenya One LLC dba Tenmi

Business Address: 1625 Bass Rd ste. 330, Macon, GA 312

☒ **Exempt:** Check this box if you certify that you will not hire any armed security personnel, or that you are not operating as a bar or nightclub.

Does your business derive 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises? ☐ YES ☐ NO


Applicant/Agent Signature

3/20/24
Date

*Armed Security Personnel Required Training Compliance Form
Rev. July 2021
Page 1 of 2*

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

*Please list every individual who may be working as armed security personnel at your bar or nightclub. Certified peace officers do not need to be listed and may be added in the future without updating this list. If you hire anybody in the future to work as armed security personnel at your bar or nightclub, this list **MUST** be updated to include that person before they are allowed to carry a firearm while working at your business. Use additional copies of this sheet if necessary.*

IF ANY PERSON NOT ON THIS LIST IS FOUND TO BE WORKING AS ARMED SECURITY PERSONNEL AT YOUR BAR OR NIGHTCLUB, THEN YOU MAY BE SUBJECT TO PENALTIES OF UP TO \$1000 PER VIOLATION AND UP TO 6 MONTHS IN JAIL, AS WELL AS THE LOSS OF ALL ALCOHOL LICENSES ISSUED TO YOU WITHIN MACON-BIBB COUNTY.

1.			
	Name	Date of Birth	GBPDSA Private Security License #
2.			
	Name	Date of Birth	GBPDSA Private Security License #
3.			
	Name	Date of Birth	GBPDSA Private Security License #
4.			
	Name	Date of Birth	GBPDSA Private Security License #
5.			
	Name	Date of Birth	GBPDSA Private Security License #
6.			
	Name	Date of Birth	GBPDSA Private Security License #
7.			
	Name	Date of Birth	GBPDSA Private Security License #
8.			
	Name	Date of Birth	GBPDSA Private Security License #
9.			
	Name	Date of Birth	GBPDSA Private Security License #

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Tenya One LLC dba Tenmii
2. Name of the subject of this Certificate, if different from the applicant:
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

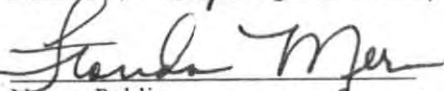
4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

Kusmayadi Djunaide

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.


KUSMAYADI DJUNAIDE
Print and Sign Name

Sworn to and subscribed before me this
14th day of April, 2024.


Notary Public

My Commission Expires: September 24, 2025



Macon-Bibb County Certificate of Good Standing

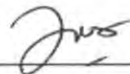
1. Name and Title of the applicant: Vita Tjhin (Manager)
2. Name of the subject of this Certificate, if different from the applicant:
Tenya One LLC dba Tenmii
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

Kusmayadi Djuraidi

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Vita Tjhin 
Print and Sign Name

Sworn to and subscribed before me this
20 day of March, 2024

Cameron K Bell
Notary Public

My commission expires: 2/26/2028

Cameron K Bell
NOTARY PUBLIC
Houston County, GEORGIA
My Commission Expires 02/26/2028

PROPERTY OWNER / LANDLORD

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: ROF MACON LLC, an Ohio limited liability company
2. Name of the subject of this Certificate, if different from the applicant:
Tenya One LLC dba Tenmii Japanese Eatery
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

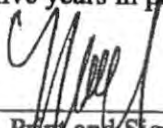
4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

Stuart F. Kline - 33 1/3 %

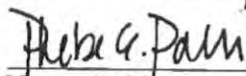
Andrew Kline - 33 1/3 %

Yoel Mayerfeld - 33 1/3 %

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.


Print and Sign Name
Yoel Mayerfeld
Vice President

Sworn to and subscribed before me this
16th day of May, 2024.



Notary Public

My commission expires: 03/09/2027



PHEBE E. PARKIN
NOTARY PUBLIC - STATE OF OHIO
My Commission Expires Mar. 9, 2027



Tax Commissioner's Office
188 Third Street
Macon, Georgia 31201

Reviewed By: _____

OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Kusmayadi Djunaide and Vita Tjhin- Fingerprints completed 7.24.24

Business Name: Tenya One LLC DBA Tenmii

Business Address: 1625 Bass Rd, Ste 330, Macon, GA 31210

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia 1C561778CDEE414...	8/3/2024 Date
Denied	_____ Sheriff, Macon-Bibb County, Georgia	_____ Date

I recommend that the license requested herein be:		
Granted	_____ Mayor, Macon-Bibb County, Georgia	_____ Date
Denied	_____ Mayor, Macon-Bibb County, Georgia	_____ Date

I recommend that the license requested herein be:		
Granted	 _____ Clerk of the Macon-Bibb County Commission, Georgia	_____ Date
Denied	 _____ Clerk of the Macon-Bibb County Commission, Georgia	_____ Date



Tax Commissioner's Office
188 Third Street
Macon, GA 31201

Review Form

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

The following required documents are included in the application:

- ☐ Signature form
- ☐ BSO Recommendation letter
- ☐ Proof of Planning and Zoning compliance
- ☐ Affidavit from the Macon-Bibb County Engineer's Department
- ☐ Affidavit from the Macon Telegraph Newspaper

Legal Review 8/15/2024 (Date) ^{DS}
SD (Initials)

Comments

After review, Legal recommends approval.

Initials

^{Initial}
SF Stephanie Freeman, Administrative Office Specialist

Added to the 8/20/2024 Pre-commission agenda

Introductory Text

All current Alcohol Licenses expire December 31.

There is no grace period.

Alcohol License Renewal applications must be submitted annually on or before November 15th to receive your alcohol license by the January 1st deadline. Renewal applications will be accepted until 12/31. After this date a new Alcohol License Application will have to be submitted.

Accepted Methods of Payment: **Credit, Debit, and eCheck.**

Please proceed to the Application Questions for steps to renew or apply for initial licensure.

Application Questions

Are you submitting an Initial Application or a Renewal for an existing license?

Application Type : Initial Application

Are you submitting a Business Continuation application?

Business Continuation : No

Are you submitting an application for a non-profit business?

Non-Profit Business : No

Required Attachments

 Please note: You will be required to complete the Alcohol Beverage Supplemental Packet as a part of this application.

You will need to complete and upload the supplemental packet. This can be found [here](#)

You must complete and upload the Alcohol Beverage Supplemental Packet here.

Alcohol Beverage Supplemental Packet:

Doc Jul 24, 2024, 5.22.pdf

Lease Agreement - SR 2490 Ilc- Google Docs (1).pdf

Business Information



For Business Name and Corporation Name, do not include commas or periods.

This is an example of what you SHOULD do: "John Doe's Services Inc"



For Business Name and Corporation Name, do not include commas or periods.

This is an example of what you SHOULD NOT do: "John Does Services, Inc."

Business Name (DBA) : Lo Lo Foodmart

Corporation Name : sr 2490 llc

Business Address : 2490 Pio Nono Ave

City : Macon

State : Georgia

Zip : 31206

Mailing Address : 2490 Pio Nono Ave

City : Macon

State : Georgia

Zip : 31206

Local Business Phone # : (770) 778-0943

Email : SR2490LLC@GMAIL.COM

Owner Name : Ketulkumar Patel

Owner Phone # : (770) 778-0943

Are you selling alcohol by the package to go? : Yes

Drugstore : ☐

Food Mart : ☐

Gas Station : ☒

Grocery Store : ☐

Small Box Discount Store : ☐

Specialty Store : ☐

Vice Mart : ☐

Other Small Box Retail Store : ☐

Other/None of the Above/Distilled Spirits/Exempt : ☐

Agent Information

Agent Information

Please provide the Alcohol Handler License Number for your Agent.

Alcohol Handler License Number : cert_yqprq4l8

Agent's First Name : KETULKUMAR

Agent's Last Name : PATEL

Agent's Home Phone # : (770) 778-0943

Job Title : officer

Agent's Home Address : 517 casuarina concourse

City : hampton

State : GA

Zip : 30228

Social Security Number



License Fees

License Fees (ADD All that Apply)

Add the applicable License Fees by clicking the **ADD** button below and selecting the appropriate options.

License Fees:

License Fee : Malt Packaged to Go - \$800

License Fee : Wine Packaged to Go - \$700

Armed Security Personnel

Are you a bar/nightclub that derives 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises?

Yes/No : No

Certification and Attestation

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

By checking this box and entering your name below, you are agreeing to the terms and conditions and consenting to the use of your electronic signature in lieu of an original signature on paper. : ☒

As a part of this application, please read the relevant code sections and requirements that are listed [here](#). Please note accessing the code here will save the information you entered and redirect you to the beginning of the application. Simply, move through the application to digitally sign and date.

By checking this box I am affirming that I have read the relevant code sections and am familiar with the requirements of licensure. : ☒

Digital Signature

Your Name Here : KETULKUMAR PATEL

Date

Today's Date : 07/22/2024

Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the Bibb County Sheriff's Office to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

Full Name (print):	KETULKUMAR N PATEL		
Home Address:	577 - Casuarina Concourse, Hampton, ga 30228		
Sex	Race	Date of Birth	Social Security Number
m	Asian		



This authorization is valid for 90/180/ (circle one) days from date of signature.



I, Ketulkumar Patel, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

Signature [Signature]

Date 7/25/24

*****Include a copy of your valid State/Government issued identification*****

Date of Inquiry: _____ Time of Inquiry: _____ Operator's Initials: _____

Purpose Code used: (check one)

☐	Employment (E) – Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Mentally Disabled (M) – Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Elder Care (N) - Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Children (W) - Provides <i>Georgia</i> Criminal History Record Information
☐	Public Records (P) – Provides <i>Georgia Felony Convictions</i> Only

The inquiry resulted in the following: (check all that apply)

☐	No Georgia CHRI results available.
☐	Georgia CHRI attached/released

☐	No NCIC/GCIC Warrant results available.
☐	Possible NCIC/GCIC Warrant. Contact Agency listed below.
Wanting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title

Date

Rev. 9/2020

MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
O.C.G.A. § 50-36-1 (e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) ☒ I am a United States citizen 18 years of age or older. Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.
- 2) ☐ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.

Please check only one option above and submit the required documents with your application.
Please note that the failure to do so will result in a processing delay.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Business Name: SR 2490 LLC

Printed Name of Applicant: Ketulkumar Patel

*Signature of Applicant: [Signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 25th DAY OF July, 2024

[Signature]
 NOTARY PUBLIC

5/25/25
 MY COMMISSION EXPIRE



MEASUREMENT FORM

**Retail Sales of Wine and Malt Beverages
Packaged to Go
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122**

APPLICANT: KETULKUMAR PATEL

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 2490 PIO NONO AVE.

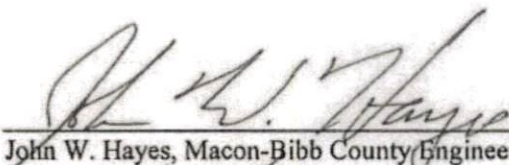
BUSINESS NAME: SR 2490 LLC DBA LO LO FOOD MART

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.
☒ Comply ☐ Does not Comply

2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.
☐ Comply ☐ Not Applicable ☒ Unknown

3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.
☐ Comply ☐ Complies , but does not comply with other restrictions
☒ Not Applicable

By: 
 John W. Hayes, Macon-Bibb County Engineer

Date: 7/24/24

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office.

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.

OR

Package Sale to Go (Convenience Store)

300' from business building corner to nearest corner of school ground, school building, college campus, alcoholic treatment center, public library, Macon-Bibb County Housing Authority unit, church or church grounds or Macon-Bibb County recreation area.

If applying location is identified as a "Small Box Retail Store, Small Box Discount Store or Vice mart", it must be 2500' from other similarly classified stores.

(Revised 8-23-2023) PJH

Lo Lo Food Mart
 #2490 Pio Nono Avenue
 1,250' ——— SCHOOL GROUND property line
 Ballard Hudson Middle School
 1,700' ——— SCHOOL BUILDING
 Ballard Hudson Middle School
 4,600' ——— COLLEGE CAMPUS property line
 Mercer University - Main Campus
 16,300' ——— ALCOHOLIC TREATMENT CENTER building
 River Edge - Emory Highway
 11,200' ——— PUBLIC LIBRARY or BRANCH building
 Washington Memorial
 2,150' ——— MACON-BIBB COUNTY HOUSING AUTHORITY property
 Murphy Homes
 1,425' ——— CHURCH (building)
 New Jerusalem Baptist Church
 1,400' ——— CHURCH GROUNDS
 New Jerusalem Baptist Church
 4,050' ——— M-B COUNTY RECREATION CENTER property
 Frank Johnson Recreation Center
 N/A ——— Vice Mart - Small Box Retail Store - Small Box Discount store (2500')
 Applicant self-identifies as a:
 "Gas Station"

OK!

Paul J. Hoinowski
 July 23, 2024

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
142942	560822	Print Legal Ad-IPL01771880 - IPL0177188		\$46.36	1	29 L

Attention: Ketulkumar Patel

Ketulkumar Patel
2490 Pop Nono Ave
Macon, GA 31206

sr2490llc@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR Beer and wine package to go

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the June 16, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as SR 2490 LLC, DBA: Lo Lo Foodmart, 2490 Pop Nono Ave, Macon, Ga 31206. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This June 9, 2024. Ketulkumar Patel,
Applicant
IPL0177188
Jun 9, 16 2024

To Whom It May Concern:

This is to certify the legal advertisement in the above stated case was published in The Telegraph legal section on:

2 insertion(s) published on:
06/09/24, 06/16/24

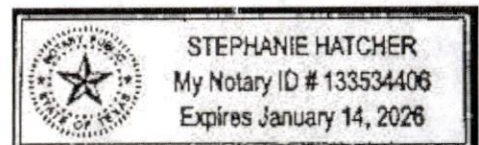
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 17th day of June in the year of 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



Macon-Bibb County Planning & Zoning Commission | MBPZ.ORG

ZONING COMPLIANCE

PERMIT NO: ZC-2024-1520	PERMIT TYPE: Permitted Use	DATE ISSUED: 07/22/2024
PARCEL NO: O084-0560	ZONING DISTRICT: C-2	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Ketulkumar Patel SR 2490 llc	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	2490 PIO NONO AVE	
PROPERTY OWNER'S NAME:	KUSHAL 2490 LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted for a change of ownership of a convenience store with fuel sales and alcohol packaged to go; No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area as utilized by amusement machines or their patrons; should they occupy more than this, a conditional use for an amusement facility is required. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Any permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, the zoning permit must be displayed on the premises together with the business license.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 07/22/2025

APPROVED BY: *John Langstaff*

This permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, this zoning permit must be displayed on the premises together with the business license. This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, the Macon-Bibb County Engineering Department, the Macon-Bibb County Fire Department, the Macon-Bibb County Traffic Engineering Department, the Macon Water Authority, the Office of Building and Fire Safety, and any other governmental agency whose regulations may be applicable. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb County Planning and Zoning Commission. Permits are specific to the property for which the permit is issued as well as the person to whom it is issued. Other than permits for single family homes or duplexes, any change in the person engaging in the use allowed by such permit shall require that the new person engaging in such use file a change of ownership form with the Commission, provided that change of ownership forms shall not be required for variances or certificates of appropriateness. The new holder of any permit shall be subject to all conditions attached to the original permit.

3661 Eisenhower Parkway, Ste. MB104 Macon, Georgia 31206



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	sr 2490 llc	Control Number:	24107666
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Retail Trade	NAICS Sub Code:	Gasoline Stations with Convenience Stores
Principal Office Address:	4415 Jonesboro Rd, Forest Park, GA, 30297, USA	Date of Formation / Registration Date:	5/29/2024
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name: **ketulkumar patel**
Physical Address: **4415 Jonesboro Rd, Forest Park, GA, 30297, USA**
County: **Clayton**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

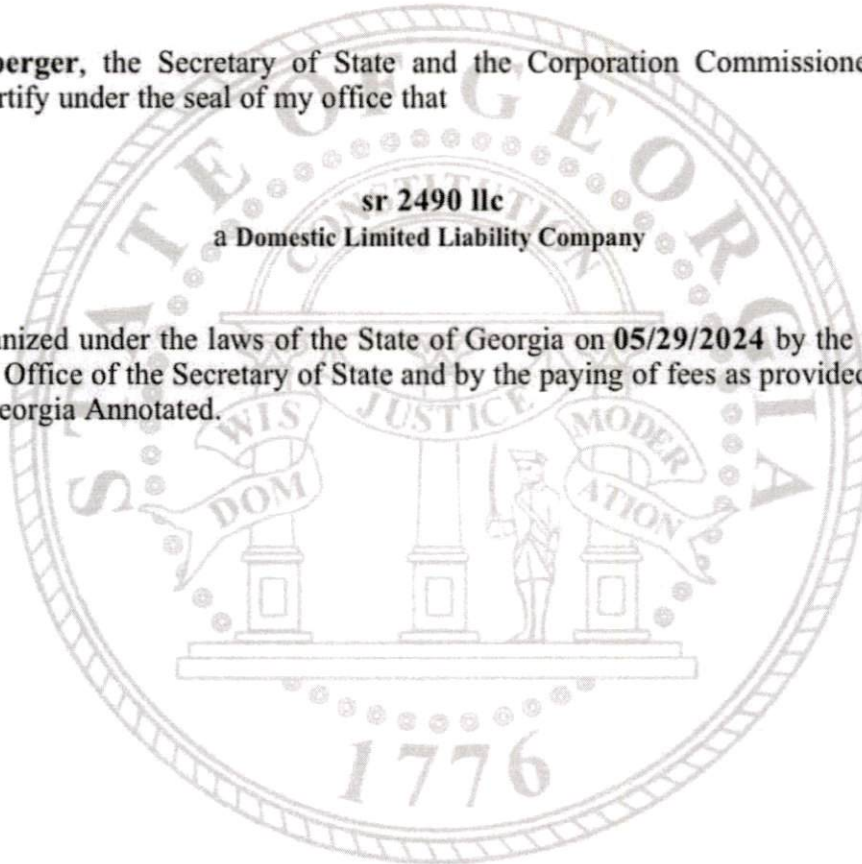
Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

sr 2490 llc
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **05/29/2024** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.



WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **05/31/2024**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 5/29/2024 1:49:24 PM

BUSINESS INFORMATION

CONTROL NUMBER 24107666
BUSINESS NAME sr 2490 llc
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 05/29/2024

PRINCIPAL OFFICE ADDRESS

ADDRESS 4415 Jonesboro Rd, Forest Park, GA, 30297, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
ketulkumar patel	4415 Jonesboro Rd, Forest Park, GA, 30297, USA	Clayton

ORGANIZER(S)

NAME	TITLE	ADDRESS
ketulkumar patel	ORGANIZER	4415 Jonesboro Rd, forest park, GA, 30297, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE ketulkumar patel
AUTHORIZER TITLE Organizer

Ownership Disclosure Form

A separate copy of this form must be completed for each individual who has a disclosable interest in the business.

Business:

Trade Name: LO LO FOODMART Name of Corporation: SR 2490 LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:OFFICER

Name and Title: KETULKUMAR PATEL Telephone Number: (770) 775-0943

Date of Birth: [REDACTED] Social Security Number: [REDACTED]

Residential Street Address: 517 - Casuarina Concourse, Hampton, GA 30226

Mailing Address: 4415 - Jonesboro Rd, Forest Park, GA 30297

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - ☐ General Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
 - ☐ General Partner holding _____ % of all outstanding general partnership interests.
 - ☐ Limited Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding _____ % of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - ☐ General Partner holding _____ % of all outstanding general partnership interests.
 - ☐ Limited Partner holding _____ % of all outstanding general partnership interests.
- ☒ Limited Liability Company (LLC)
 - ☐ Managing Member, Total number of Managing Members: 1
 - ☐ Member holdings 100 % of all outstanding membership interests
- ☐ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes ___ No ___
 - ☐ Shareholder holding _____ % of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____

AH001372



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

Alcohol Handler's Beverage License Application

APPLICANT

First Name: KEETULKUMAR Last Name: PATEL
Home Address: 577 - CASUARINA CONOURSE City: HAMPTON State: GA Zip: 30228
Home Phone #: 770 - 778 - 0943 Email: SR249011C@gmail.com

Mailing Address: 4415 - Jonesboro rd City: Forest Park State: ga Zip: 30277

- ☐ A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- ☐ An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- ☐ Current color photograph of applicant
- ☐ \$25 money order, cashier check, check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

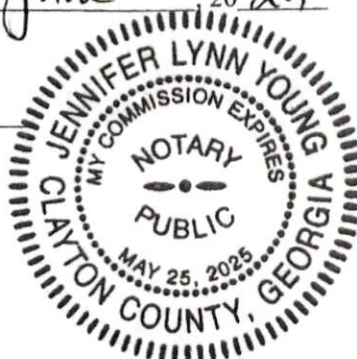
[Signature]
Applicant's Signature

6/5/24
Date

I hereby certify that Keetulkumar Patel signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 5th day of June, 2024

[Signature]
NOTARY PUBLIC



5/25/25
MY COMMISSION EXPIRES

Rev. 7/2021



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

KETULKUMAR PATEL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-06-26

Serial No.

cert_yqprq4l8





Ketulkumar Patel



AH001372

ALCOHOL HANDLER

EXP: 12/31/2024

COMMERCIAL REAL ESTATE LEASE CONTRACT

THIS COMMERCIAL REAL ESTATE LEASE CONTRACT (hereinafter referenced as "Lease") is made effective this 1st day of July 2024, by and between KUSHAL 2490 LLC, a Georgia Limited Liability Company (hereafter referenced as "Landlord") and SR 2490 LLC, a Georgia Limited Liability Company (hereafter referenced as "Tenant").

WITNESSETH:

THAT, in consideration of the mutual covenants contained herein, the parties have agreed as follows:

1. Premises. Landlord, for and in consideration of the rents, covenants, agreements and stipulations contained herein, to be paid, kept, and performed by Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the c-store portion of that certain tract or parcel of land, having a postal address at 2490 PIO NONO AVE , MACON , GA 31206 together with: (a) the HVAC and other fixtures used in connection with the c store (collectively, the "Improvements"); (b) all equipment and other personal property owned by Landlord associated with the c-store portion of the property (the "Personalty"); (c) and all additions and accessions thereto, substitutions therefor and replacements thereof (the Land, Improvements and Personalty being, collectively, the "Premises", unless otherwise provided herein).

2. Term of Lease. The term of this Lease shall commence on Sept 1, 2024, and, unless sooner terminated as hereinafter provided, shall expire on Sept 30, 2026 (the "Initial Term").

3. Rental and Late Fees.

3.1 Rental. Tenant agrees to pay Landlord, by electronic funds transfer ("EFT") payments, or by such other means designated by Landlord in writing to Tenant, promptly on or before the first (1st) day of each month, in advance, rent as mentioned below.

<u>Period Monthly Rental</u>	
Months 1 to 3 \$5,000.00 + CAMIT	
Months 4 to 24	\$15,000.00 + CAMIT

3.2 Rental Proration. In the event the commencement date of this Lease is any day other than the first day of a calendar month, the first month's rental shall be prorated.

3.3 Late Fees. Tenant agrees to pay Landlord, promptly at the times and in the manner herein specified, all amounts due, without deduction, setoff, abatement, counterclaim, or defense. If any amount due is not received by Landlord on or before five (5) days following the date on which it is due, Tenant shall pay Landlord a late charge equal to five percent (5%) of the amount of such past due payment, notwithstanding the date on which such payment is actually paid to Landlord.

4. Security Deposit & First Month's Rent. A total of Twenty-Five Thousand Dollars (\$25,000.00) is payable upon Tenant's execution of this Lease, which shall constitute towards the

Security Deposit.

5. Utilities, Common Area Maintenance, Taxes and Other Amounts.

5.1 Tenant's Proportionate Share. As used herein, the term "Tenant's Proportionate Share" shall mean the quotient obtained by dividing the square footage of the Premises by that amount of the Gross

Landlord ____ Tenant ____

Leasable Area of the Shopping Center (which may increase or decrease from time to time), which is then leased.

5.2 Utilities. Tenant shall bear and pay all utility bills, including, but not limited to, water charges, sewer, gas, electricity, fuel, telephone, light and heat for the Premises. Tenant shall also bear and pay Tenant's Proportionate Share of all Common Area Maintenance (CAM) charges for garbage collection services, pest control, other sanitary services, outdoor lights, landscaping, cleaning, and etc. rendered to the leased Premises or used by Tenant in connection therewith.

5.3 Taxes. Tenant shall bear and pay Tenant's Proportionate Share of all Real Estate Taxes. "Taxes" means all federal, state, local, governmental, special district and special service area taxes, charges, assessments and any other government charges, surcharges, and levies, general and special, ordinary or extraordinary. Tenant shall bear any late charges arising from non-payment or late payments of such taxes.

5.4 Insurance. Tenant, at all times during the Lease Term and at Tenant's expense, shall provide and maintain in full force and effect with insurers approved by Landlord: (a) insurance with respect to the Improvements against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending strike, civil commotion, aircraft, vehicles, smoke and other risks from time to time included under "extended coverage" policies, in an amount equal to at least 100% of the full replacement value of the Improvements, and in any event in an amount sufficient to prevent Landlord or Tenant from becoming a coinsurer of any loss under applicable policies, which shall be written on a replacement cost basis; (b) public liability and property damage insurance protecting Landlord against any and all liability occasioned by negligence, occurrence, accident or disaster in or about the Demised Premises or any part thereof, or the Improvements now or hereafter erected thereon, or adjoining sidewalks, curbs, vaults and vault space, if any, streets or ways, or any appurtenances thereto, in amounts approved from time to time by Landlord, which amounts at the date hereof shall be, in the case of public liability, \$1,000,000 per person and \$3,000,000 per accident, and in the case of property damage, \$500,000; (c) explosion insurance in respect of any steam and pressure boilers and similar apparatus located on the Demised Premises in amounts approved by Landlord, which amount at the date hereof shall be \$500,000; (d) war risk insurance when and to the extent obtainable from the Federal government or any agency thereof; (e) appropriate workers' compensation or other insurance against liability arising from claims of workers in respect of and during the period of any work on or about the Demised Premises; (f) if the Demised Premises are located in an area which has been identified by the Secretary of Housing and Urban Development as a flood hazard area, flood insurance in an amount at least equal to the maximum limit of coverage available for the Demised Premises under the National Flood Insurance Act of 1968; and (g) insurance against such other hazards and in such amounts as is customarily carried by prudent owners and operators of similar properties, and as Landlord reasonably may request. In addition, Tenant, at Tenant's expense, shall keep the rental value of the Improvements insured against loss or damage by all such risks from time to time included under "extended coverage" policies, in an amount designated by Landlord from time to time, which amount shall not exceed the aggregate of: the annual Fixed Rent and all other Rent to be paid by Tenant in the succeeding twelve

month period, as estimated by Landlord; all Impositions payable by Tenant hereunder for the ensuing twelve month period, as estimated by Landlord if not then fixed; plus the cost of obtaining, for a one year period, all insurance then required to be maintained by Tenant under this Article 5.3. Tenant shall comply with such other requirements as Landlord from time to time reasonably may request for the protection by insurance of Landlord's interests. (h) Liquor liability insurance protecting Landlord and tenant against any and all liability occasioned by negligence, occurrence, accident or disaster by or with sell of alcohol. All insurance maintained by Tenant pursuant to this Article 5.3: (a) shall, except for workers' compensation insurance, name Landlord and Tenant as insureds, as their respective interests may appear, and shall include an effective waiver by the issuer of all rights of subrogation against any named insured or such insured's interest in the Demised Premises or any income derived therefrom; (b) shall provide that all insurance claims for losses of less than \$10,000 shall be adjusted by Tenant, and all insurance claims for losses of such amount or more, except for workers' compensation insurance which shall be adjusted by Tenant, shall be adjusted by Landlord; (c) shall provide, except in the case of public liability and workers' compensation insurance, that insurance proceeds shall be payable to Landlord for the benefit of Landlord and Tenant, as their respective interests may appear; (d) shall provide that any losses shall be payable notwithstanding any act or failure to act or negligence of Landlord or Tenant or any other person; (e) shall provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least ten days after receipt

Landlord Kp Tenant Ap

by Landlord and Tenant of written notice thereof; and (f) shall be satisfactory in all other respects to Landlord acting reasonably. Any such insurance, at Tenant's option, may be provided through a blanket policy or policies in form and substance satisfactory to Landlord, provided such policies shall provide in a manner satisfactory to Landlord for specific allocation to the Demised Premises of the coverage afforded by such blanket policy or policies, and provided further that such blanket policy or policies give to Landlord no less protection than that which would be afforded by separate policies. Upon the execution of this Lease and thereafter not less than fifteen days prior to the expiration date of any policy delivered pursuant to this Article 5.3, Tenant shall deliver to Landlord the originals of all policies or renewal policies, as the case may be, required by this Lease, bearing notations evidencing the payment of the premiums therefor. In lieu of any such policies, Tenant may deliver certificates of the insurer, in form and substance satisfactory to Landlord, as to the issuance and effectiveness of such policies and the amounts of coverage afforded thereby, accompanied by copies of such policies. If at any time Tenant shall neglect or fail to provide or maintain insurance or to deliver insurance policies in accordance with this Article 5.3, Landlord may affect such insurance as agent for Tenant, by taking out policies in companies selected by Landlord, and the amount of the premiums paid for such insurance shall be paid by Tenant to Landlord on demand. Landlord, in addition to Landlord's other rights and remedies, shall be entitled to recover as damages for any breach of this Article 5.3 the uninsured amount of any loss, liability, damage, claim, costs and expenses suffered or incurred by Landlord, and shall not be limited in the proof of damages to the amount of the insurance premium not paid by Tenant for such Indemnification by Tenant. Tenant shall indemnify and hold Landlord harmless from and against all liabilities, obligations, claims, damages, fines, penalties, interest, causes of action, costs and expenses, including attorneys' fees (but excluding any income or excess profits or franchise taxes of Landlord determined on the basis of general income or revenue or any interest or penalties in respect thereof), imposed upon or incurred by or asserted against Landlord or the Demised Premises by reason of the occurrence or existence of any of the following, whether or not resulting from any negligent act or omission of Landlord: ownership of the Demised Premises or any interest therein, or receipt of any rent or other sum therefrom; any accident, injury to or death of persons (including workers) or loss of or damage to property occurring, or claimed to have occurred, on or about the Demised Premises or any part thereof, or any Improvements now or hereafter erected thereon, or the adjoining sidewalks, curbs, vaults or vault spaces, if any, streets or ways, or appurtenances thereto; any use or condition of the

Demised Premises or any part thereof, or any Improvements now or hereafter erect thereon, or the adjoining sidewalks, curbs, vaults and vault spaces, if any, streets or ways, or appurtenances thereto; any failure on the part of Tenant promptly and fully to comply with or perform any of the terms, covenants or conditions of this Lease; or performance of any labor or services or the furnishing of any materials or other property in respect of the Demised Premises or any part thereof. In the case any suit, action or proceeding is brought against Landlord or filed against the Demised Premises or any part thereof by reason of any such occurrence, Tenant, upon Landlord's request and at Tenant's expense, shall resist and defend such suit, action or proceeding, or cause the same to be resisted and defended by counsel designated by Tenant and approved by Landlord. The obligations of Tenant under this Article 5.4 shall survive the expiration or termination of the Lease Term.

5.4 Real Property Insurance. Landlord shall at all times during the Term of this Lease procure and maintain in full force and effect an All-Risk Property Insurance Policy on the entire property, and on all improvements constructed thereon and any additions or alterations thereto or replacements thereof. Such policy is to contain a Replacement Cost Endorsement, insuring against perils therein specified, in an amount equal to not less than one hundred percent (100%) of the replacement cost of all improvements on the property of which the Premises is a part, exclusive of foundation and excavation costs, the proceeds of which shall be payable to Landlord and any Landlord lender in accordance with their respective interests therein. Landlord, upon receipt of insurance proceeds, shall replace the property to its previous working condition. Tenant shall bear and pay Tenant's Proportionate Share of such expense of said real property insurance.

6. Use of Premises. The Premises is to be used as a c-store and gas station only. Tenant or the occupants shall be responsible for all licenses or permits associated with said use. The Premises shall not be used for any illegal purpose, or in any manner so as to create any nuisance or trespass, or in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Tenant shall not commit or allow any waste or nuisance upon the leased Premises.

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7. Operation of the Premises. Tenant shall: (1) keep the Premises, buildings, equipment, fixtures, restrooms, sidewalks, approaches, and driveways in good condition, and properly lighted, safe, sanitary, free of trash, rubbish, and other debris; (2) keep the approaches, driveways, and service areas uncluttered and free of parked vehicles, trailers, and other obstructions, including ice and snow, at all times; (3) not engage in or permit any illegal act or conduct on the Premises; and (4) comply with all laws, ordinances, rules, or regulations of constituted public authority applicable to the use and occupancy of the Premises, use of the equipment and the conduct of the business. Tenant understands that Tenant is required to comply with certain appearance, cleanliness, and customer service guidelines. Tenant shall comply with these guidelines. In the event Tenant fails to comply with its obligations under this paragraph, Landlord may, in addition to any other rights and remedies available, take such action and/or expend such monies as may be necessary to bring the Premises into compliance with such guidelines, obligations and any requirements to maintain said brand, including those regarding cleanliness. In the event Landlord expends money or resources in this regard, Tenant shall pay to Landlord such money advances with the rent payment next due.

8. Abandonment of Leased Premises. Tenant agrees not to abandon or vacate the Premises during the Term of this Lease and agrees to use said Premises only for purposes herein leased until the expiration or termination hereof. No equipment owned by Landlord shall be removed from the Premises, unless replaced by Tenant due to disrepair, age and obsolescence. Any such replacement equipment or improvements shall be considered part of the Premises for the use and enjoyment pursuant to this Lease.

9. Repairs and Maintenance.

9.1 Repairs and Maintenance by Tenant. Landlord shall be under no obligation to inspect the Premises. Tenant acknowledges that Tenant has been in possession of the Premises and accepts the same in its present condition as suited for the intended use by Tenant "AS IS, WITHOUT WARRANTY". During the Term, Tenant shall, at Tenant's sole cost and expense, maintain in good order and repair the Premises. Tenant agrees to return the Premises, at the expiration or prior to the termination of this Lease, in as good as condition and repair as when first received, natural wear and tear, loss due to condemnation, and acts of God excepted. Tenant understands that Tenant is responsible for any replacement and upgrade to any equipment upon the Premises and any related costs and/or expenses shall be borne by Tenant.

9.2 Repairs and Maintenance by Landlord. Landlord shall only be responsible for all repairs to the roof and the outer walls of the building.

9.3 Signage. Tenant may install any signs at the Premises with the written consent of Landlord; provided that any and all signs placed on the Premises by Tenant shall be maintained in compliance with rules and regulations of governmental authorities governing such signs. Tenant shall be responsible to Landlord for any damage to the Premises caused by the installation, use, or maintenance of Tenant's signs, and Tenant agrees upon removal of said signs to repair all damage incident to such removal.

10. Destruction of or Damage to Premises. Tenant shall give prompt written notice to Landlord of any damage to the Premises caused by fire or other casualty, and Landlord shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Premises; provided that Tenant shall be responsible, at its sole cost and expense, to restore Tenant's improvements, equipment, inventory and other personal property to substantially the condition in which the same existed prior to the casualty. Tenant hereby waives, releases, and relinquishes any and all claims against Landlord for any compensation or damage for loss of use of all or any part of the Premises or for any inconvenience or annoyance occasioned by any such damage, destruction, repair, or restoration of the Premises.

11. Indemnification of Landlord Against Loss or Claim. For and during the Term of this Lease, Tenant shall protect, indemnify, defend, and save harmless Landlord from and against all claims, demands, liability, losses, or costs, whether from injury to persons or loss of life or damage to property occurring on or within the Premises and arising in any manner, directly or indirectly, out of the use and occupancy of the Premises by Tenant. Tenant shall, at Tenant's expense, provide and keep in force for the benefit of Landlord, comprehensive

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general liability insurance covering the Premises and the business to be operated thereon, in which insurance policy or policies Landlord, as well as Tenant, shall be named as an insured. The said policy or policies of insurance shall provide for limits of liability for bodily injury of not less than \$2,000,000.00 single limit coverage for each accident or occurrence, and not less than \$1,000,000.00 for property damage. Said policy shall include any "dram shop" or liquor liability coverage in the event Tenant sells alcoholic beverages at the Premises. Tenant shall furnish to Landlord evidence of such insurance within fifteen (15) days of the date hereof and at such other times as Landlord may require. Tenant shall defend, indemnify, and save harmless Landlord from and against all claims, demands, liabilities, losses, or costs to which Landlord may be subjected for, or by reason of any person, firm, or corporation seeking to hold or holding Landlord liable or in any way responsible for the debts or obligations incurred in any manner in connection with Tenant's conduct and operation of the business conducted on the Premises during the Term. In addition, Tenant shall

maintain Workers Compensation coverage and all other coverage required by contract, regulation or law.

12. Governmental Orders. Tenant agrees that, at Tenant's own expense, Tenant will promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Premises.

13. Condemnation. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased or materially impair the ability to operate the Premises as a c-store, are condemned by any legally constituted authority for any public use or purposes, then in any of said events the Term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rent shall be accounted for as between Landlord and Tenant as of said date. Tenant shall not have any rights in any award made to Landlord by any condemnation authority notwithstanding the termination of the Lease as herein provided.

14. Assignment and Subletting. Tenant shall not assign, enter into a business management or sublease agreement, or permit the use of the Premises by any other party, without prior written consent of Landlord.

15. Default. It is agreed that in the event Tenant shall default in the payment of rent, including additional rent herein reserved, and fails to cure the rental default within five (5) days of written notice, or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the payment of rent, and fails to cure such event(s) of default within twenty (20) days of written notice; or if a petition for voluntary or involuntary bankruptcy or reorganization under the Bankruptcy Act is filed as to Tenant; or if a receiver is appointed for Tenant's property; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be reduced, or payment thereof deferred; or if Tenant makes an assignment for the benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant; Landlord, at its option, may: (i) terminate this Lease by written notice to Tenant whereupon this Lease shall terminate immediately and possession of the Premises shall immediately be returned to Landlord; (ii) not terminate this Lease and enter the Premises and take possession thereof and relet the Premises or any portion thereof on such terms as Landlord deems appropriate. Any rent from any reletting shall be applied to any indebtedness other than rent owing to Landlord, second to Landlord's attorneys' fees and brokerage fees and other expenses of exercising its rights, and third, to the rent due. Tenant agrees to pay any deficiency upon demand by Landlord therefor; or (iii) pursue separately or concurrently, any and all other remedies allowed by law or in equity. In no event shall Landlord have to give notice of default more than once in any twelve (12) month period. Any notice provided in this paragraph may be given by Landlord or its attorney. Upon Lease termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer, or other tort. If Tenant refuses to surrender possession immediately, Landlord may institute appropriate legal proceedings and Tenant agrees that Landlord may obtain injunctive relief for removal of Tenant, should Tenant's leasehold become subject to cancellation hereunder. It is expressly agreed that no termination of this Lease as the result of Tenant's default or breach shall have the effect of releasing Tenant from its obligation to pay the full rent due for the entire period of the then existing Term.

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16. Mortgagee's Rights. Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt, which is now, or may hereafter be, placed upon the Premises by Landlord.

17. No Estate in Land. This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant's interest in the Premises is possessory only, and personal to Tenant, and is not subject to levy or sale, nor assignable by Tenant except by Landlord's consent.

18. Service of Notice. Any notices to Tenant required under this Lease shall be sent by certified mail or overnight delivery to Tenant at 3404 N Henry Blvd, Stockbridge, GA 30281. Any notices to Landlord required under this Lease shall be sent by certified mail or overnight delivery to Landlord at 3176 Yorkleigh Ln, Snellville, GA 30078.

19. No Waiver of Rights. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, including those rights given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Each party has had the opportunity to be represented by counsel and negotiate this Lease. This Lease shall not be interpreted against either party as drafter. Tenant has had the ability to conduct any appropriate due diligence and accepts the Premises, business, and equipment, if any, based on Tenant's own inspection.

20. Licenses and Permits. During the Term, Tenant shall be responsible to obtain and maintain, at Tenant's sole cost and expense, Tenant's own licenses and/or permits required to operate such a business upon the Premises. Tenant agrees to acquire from the appropriate authorities, and agrees to maintain, any required and/or necessary permits, licenses and/or qualifications, prior to: (i) operating Tenant's business upon the Premises; and/or (ii) making any improvement, modification or other change to the Premises (said improvement, modification or change may require the prior written consent of Landlord). Tenant shall be responsible for all obligations, claims, and debts of the business upon the Premises arising during the Term. Tenant agrees to indemnify and hold Landlord harmless from all losses, claims, damages, or assessments, including attorney fees and costs, incurred by Tenant or the business operated upon the Premises, for any citation/violation of any permit or license. Further, any violation of such licenses shall be grounds for immediate termination of the Lease by Landlord.

21. Alterations. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free from any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination of this Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment.

22. Attorneys' Fees. In the event of litigation arising out of this Lease, the prevailing party shall be entitled to recover all of its reasonable attorneys' fees and costs associated therewith.

23. Legality of Agreement. In the event any portion or portions of this Lease are declared unconstitutional, illegal, void, or of no force and effect, the balance of this Lease shall remain in full force and effect and enforceable as a binding contract.

24. Counterparts. This Lease may be executed in several counterparts, each of which shall be enforceable as an original.

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25. Entire Agreement. This Lease represents the complete understanding between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Lease may be amended only by written instrument signed by both parties. No requirement, obligation, remedy, or provision of this Lease shall have been deemed to have been waived, unless so waived expressly in writing.

26. Successors and Assigns. This Lease and all warranties, representations, and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assignees, where the contract requires or permits.

27. Choice of Law/Venue. This Lease shall be governed by and construed under the laws of the State of Georgia without any presumption or rule requiring construction against the party causing such Lease to be drafted. The exclusive venue for any legal action, claim, suit, dispute or matter arising out of or relating to this Lease or any documents to be executed pursuant to this Lease by any of the parties hereto shall be Gwinnett County, State of Georgia.

28. USA Patriot Act. Tenant represents to Landlord that: (i) neither Tenant nor any person or entity that directly owns a ten percent (10%) or greater equity interest in the business nor any of its officers, directors or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under Executive Order 13224 (the "Executive Order") signed on September 24, 2001, and entitled "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action; (ii) that Tenant's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, or the regulations or orders promulgated there under (as amended from time to time, the "Money Laundering Act"); and (iii) that throughout the term of this Lease, Tenant shall comply with the Executive Order and with the Money Laundering Act.

29. Additional Provisions.

29.1 Acknowledgement of Risks. Without limiting the other terms and conditions of this Lease, Tenant specifically acknowledges and further agrees that: (i) there are inherent risks in the operation of a business at the Premises and Tenant is willing and able to bear such risks, including, without limitation, the loss of any investment in the Premises or such business upon termination of this Lease; (ii) upon termination of this Lease for any reason, Landlord shall have the right to use the Premises as it deems appropriate, including, but not limited to selling the Premises, operating a similar or other business upon the Premises, converting the Premises to any other use Landlord deems appropriate or leasing the Premises to a new Tenant; (iii) Landlord has no obligation to lease the Premises to any new Tenant, whether or not prospective Tenant is willing to purchase Tenant's inventory, trade fixtures, or equipment; (iv) any improvements, fixtures or equipment that are not or

cannot be removed in accordance with the provisions of the Lease shall become the sole and entire property of Landlord upon termination of this Lease; (v) Landlord has no obligation to reimburse Tenant for any losses which Tenant might suffer in the operation of Tenant's business at the Premises or due to the termination of this Lease; and (vi) Landlord has no obligation to purchase any of Tenant's inventory, equipment or trade fixtures, or to reimburse Tenant for any sums invested by Tenant to improve the Premises or the business operated by Tenant on the Premises.

29.2 Landlord Liability. Landlord's liability under this Lease is limited in all respects to its interest in the Premises.

29.3 Transfer of Ownership. Upon successful acquisition and receipt of all required business licenses, alcohol permits, and lotto licenses from the relevant authorities, Tenant shall promptly assume full ownership and operational control of the business.

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29.4 Landlord Equipment. Landlord retains title and ownership to all trade fixtures, apparatus and equipment located upon the Premises on the commencement of this Lease.

29.5 Assumption of Agreements. Tenant hereby agrees that any existing contracts or vendor agreements in place during the commencement of this Lease shall remain in full force and effect.

29.6 Lease Termination. Upon Lease termination, Tenant agrees to immediately vacate the Premises.

29.7 Tenant Rights and Duties. Tenant SHALL NOT unilaterally, negotiate or enter into a COAM Location Agreement without prior written approval from Landlord. It is the duty of Tenant to promptly inform and obtain a written consent form Landlord, if Tenant wished to enter into such agreements/contracts. Upon violation or failure of Tenant to obtain such prior written consent would amount to default by Tenant and the present Lease shall be deemed terminated immediately at the option of Landlord, and Tenant will have to vacate the Premises.

29.8 Tenant is responsible for any illegal activities or notices until the Lease period for the Premises.

IN WITNESS WHEREOF, the parties have hereunto placed their hands and seals the day and year first written above.



LANDLORD Kushal 2490 LLC

By: Akash Patel Its: Managing Member

TENANT SR 2490 LLC

By: Ketulkumar Patel Its: Owner

A handwritten signature in black ink, appearing to be 'Kp' or similar, written over a horizontal line.

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PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
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Business Name: SR 2490 LLC

Business Address: 2490 Pio nono Ave, Mcon. ga 31206

Instructions:

This form must be completed for each new license or renewal license application for locations selling beer or wine or both, but not distilled spirits, by the package to go.

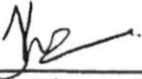
If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be grounds for denial or revocation of any license issued to you.

Definitions:

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products: at least five different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☒ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.
- ☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

- ☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under \$10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.
- ☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.
- ☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.
- ☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria:
1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.
- ☐ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.


Applicant/Agent Signature

7/25/24
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

This form must be completed for each new license application for locations selling alcohol by the package to go or operating as a bar or nightclub.

Pursuant to Sec. 4-1 of the Macon-Bibb County Code of Ordinances,

1. Bar shall mean any business that derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises, in accordance with O.C.G.A. § 3-1-2;
2. Nightclub shall mean any business which:
 - Directly or indirectly charges patrons for admission;
 - Is licensed under this Chapter for the sale of alcoholic beverages for consumption on premises;
 - Provides entertainment using amplified sound, including, without limitation, the playing of pre-recorded music through amplified sound by a DJ or emcee or similar person; the playing of live analog, electronic, or digital musical instruments; the presentation of live human speech or dialogue through amplified sound; or any combination of the above;
 - Which does not provide a number of seats suitable for the viewing of such entertainment greater than or equal to the number of patrons present; and
 - Which does not earn at least fifty percent of its annual gross revenues from the sale of prepared meals or the letting of rooms for overnight stay.

If you are selling alcohol by the package to go or operating a bar or nightclub you must:

1. install security cameras in your business that meet the requirements below;
2. call the Code Enforcement Department Office at 478-803-0470 to schedule an appointment to have an inspection of the security camera system;
3. show the inspector that the security camera system meets the requirements below; and
4. have the inspector sign this form approving the security camera system.

If you are not operating as a bar or nightclub or selling alcohol by the package to go, simply check the box on this form for "Exempt" and sign at the bottom.

Pursuant to Sec. 4-40 of the Macon-Bibb County Code of Ordinances,

1. Any establishment selling alcoholic beverages by the package to go must install security cameras, which are, at a minimum, of sufficient quantity, quality, and positioning so as to capture the face and clothing of any person entering into the establishment through any public entrance; or making any purchase from the establishment.
2. Any establishment licensed to sell any alcoholic beverage for consumption on premises, which is operating as a bar or nightclub, is hereby required to install security cameras, which must, at a minimum, be of sufficient quantity, quality, and positioning so as to capture the face and clothing of persons entering into said establishment through any public entrance.

thereof, standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

3. A digital security camera system shall be deemed to be "of sufficient quality" of and only if each camera required under this Section meets the following criteria:
 - It is capable of producing an image with a 1080p High Definition (1920 x 1080 pixels) resolution or greater at a minimum frame rate of 15 frames per second;
 - It is maintained in a state of being free of dust or debris that would interfere with the quality of the image being produced; and
 - It is capable of operating in the actual interior or exterior lighting conditions that are present during all operations and times of operation for the establishment, and of producing a clear image of the face and clothing of the persons described in this Section in all such lighting conditions.
4. Such cameras meeting the requirements of this Section must be capable of producing a retrievable image on film, tape, or other suitable digital format that can be made a permanent record and that can be enlarged through projection or other means. Cameras meeting the requirements of this Section shall be maintained in proper working order at all times and shall be subject to periodic inspection by the Sheriff.
5. Establishments required under this Section to install security cameras shall maintain all video images captured thereby for a period of at least thirty days from the date of image capture.
6. The failure to have or maintain security cameras in good working condition, with sufficient backup storage as to permit the retrieval of images as required by this Section shall be a violation of this Section and shall be punishable in accordance with the general provisions of Section 1-6 of this Code, as well as by any adverse action against the alcohol licensure of such business, up to and including the revocation or denial of all existing alcohol licenses held by such licensee.

Business Name: SR 2490 UC

Business Address: 2490 Pio Nono Ave, Macon, ga 31206

I hereby certify that on this date, I have inspected the security camera and image retrieval system located at the above business and found it to be in compliance with the requirements of Sec. 4-40 of the Macon-Bibb County Code of Ordinances, as stated hereon.

[Signature] 7210
Code Enforcement Department Designee

06/11/2024
Date

☐ **Exempt:** Check this box if you are not licensed, not applying for package to go license, or not operating as a bar or nightclub.

[Signature]
Applicant/Agent Signature

7/25/2024
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.

	Ketul Kumar Patel	7/25/24
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: SR 2490 LLC
 Owner's Name: Ketul Kumar Patel
 Address: 2490 - Pio Nono Ave
Macon, ga 31206

1. Do you own or are you leasing your business location? ☐ Own ☒ Lease

2. If you purchased the building, what was the final sale price as reflected in public records? \$ _____

3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?

Please circle one: ☐ Relation, see below ☒ No Relation

4. If you are leasing the building, will your landlord be involved in the day to day business operations? ☐ Yes ☒ No

5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? ☐ Yes ☒ No

6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? ☐ Yes ☒ No

7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☒ Yes ☐ No


 Signature

Ketul Kumar Patel
 Print Name

7/25/24
 Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

This form must be completed by any bar or nightclub operating with an alcohol license which allows or requires security personnel to carry firearms while working. The form shall be submitted upon applying or renewing any license to sell alcohol on the premises. This form is not required for businesses employing certified peace officers in good standing with the Georgia Peace Officer Standards and Training Counsel. Applicants applying for special events which employ armed security personnel are required to submit this form.

Pursuant to the licensing requirements of Sec. 4-550 of the Macon-Bibb County Code of Ordinances, attach the following documentation to this form prior to submission:

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.
2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.

NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.

3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: SR 2490 LLC

Business Address: 2490 Piedmont Ave, Macon, GA 31206

☒ **Exempt:** Check this box if you certify that you will not hire any armed security personnel, or that you are not operating as a bar or nightclub.

Does your business derive 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises? ☐ YES ☒ NO

[Signature]
Applicant/Agent Signature

2/25/24
Date

*Armed Security Personnel Required Training Compliance Form
Rev. July 2021
Page 1 of 2*

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

*Please list every individual who may be working as armed security personnel at your bar or nightclub. Certified peace officers do not need to be listed and may be added in the future without updating this list. If you hire anybody in the future to work as armed security personnel at your bar or nightclub, this list **MUST** be updated to include that person before they are allowed to carry a firearm while working at your business. Use additional copies of this sheet if necessary.*

IF ANY PERSON NOT ON THIS LIST IS FOUND TO BE WORKING AS ARMED SECURITY PERSONNEL AT YOUR BAR OR NIGHTCLUB, THEN YOU MAY BE SUBJECT TO PENALTIES OF UP TO \$1000 PER VIOLATION AND UP TO 6 MONTHS IN JAIL, AS WELL AS THE LOSS OF ALL ALCOHOL LICENSES ISSUED TO YOU WITHIN MACON-BIBB COUNTY.

1.	N/A		
	Name	Date of Birth	GBPDSA Private Security License #
2.			
	Name	Date of Birth	GBPDSA Private Security License #
3.			
	Name	Date of Birth	GBPDSA Private Security License #
4.			
	Name	Date of Birth	GBPDSA Private Security License #
5.			
	Name	Date of Birth	GBPDSA Private Security License #
6.			
	Name	Date of Birth	GBPDSA Private Security License #
7.			
	Name	Date of Birth	GBPDSA Private Security License #
8.			
	Name	Date of Birth	GBPDSA Private Security License #
9.			
	Name	Date of Birth	GBPDSA Private Security License #

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Ketulkumar Patel - Owner
2. Name of the subject of this Certificate, if different from the applicant:
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

Jay Mehanna LLC

SR 1088 ine

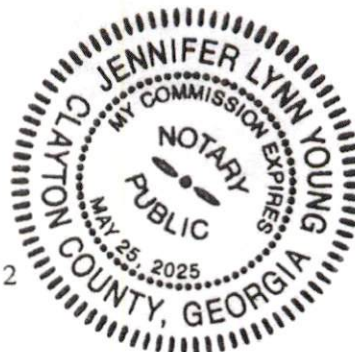
SR 631 ine

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Ketulkumar Patel - Jh

Print and Sign Name

Sworn to and subscribed before me this
25th day of July, 2024.
[Signature]
 Notary Public
 My commission expires: 5/25/25



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: SR 2490 LLC / KETUL KUMAR Patel officer
 2. Name of the subject of this Certificate, if different from the applicant:
Bipin Patel
 3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

Krishna 2490 LLC - 100%

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Bipin Patel X 
 Print and Sign Name

Sworn to and subscribed before me this
30th day of July, 2024.

J R Hinds
 Notary Public

My commission expires: March 10, 2025





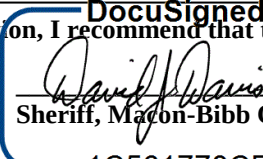
Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY ALCOHOL APPLICATION

Applicant Name: Ketulkumar Patel – Fingerprints Completed: 08.02.2024

Business Name: SR 2490 LLC dba Lo Lo Foodmart

Business Address: 2490 Pio Nono Ave, Macon, GA 31206

After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	8/11/2024 Date
Denied	1C561778CDEE414... Sheriff, Macon-Bibb County, Georgia	Date

After investigation, I recommend that the license requested herein be:		
Granted	_____ Mayor, Macon-Bibb County, Georgia	_____ Date
Denied	_____ Mayor, Macon-Bibb County, Georgia	_____ Date

After investigation, I recommend that the license requested herein be:		
Granted	 _____ Clerk of the Macon-Bibb County Commission, Georgia	_____ Date
Denied	 _____ Clerk of the Macon-Bibb County Commission, Georgia	_____ Date



Tax Commissioner's Office
188 Third Street
Macon, GA 31201

Review Form

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

The following required documents are included in the application:

- ☐ Signature form
- ☐ BSO Recommendation letter
- ☐ Proof of Planning and Zoning compliance
- ☐ Affidavit from the Macon-Bibb County Engineer's Department
- ☐ Affidavit from the Macon Telegraph Newspaper

Legal Review 8/15/2024 (Date) ^{DS}
SD (Initials)

Comments

After review, Legal recommends approval.

Initials

^{Initial}
SF Stephanie Freeman, Administrative Office Specialist

Added to the 8/20/2024 pre-commission agenda



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

☐ *Distilled Spirits Packaged to Go	\$2,900	☐ *Malt Packaged to Go	\$800	☐ Wine Packaged to Go	\$700
☒ *Distilled Spirits C.O.P.	\$2,900	☒ *Malt C.O.P.	\$800	☒ Wine *C.O.P.	\$700
☐ *Distilled Spirits Wholesaler	\$3,600	☐ *Malt Wholesaler	\$1,000	☐ Wine Wholesaler	\$800
☐ *Distilled Spirits Manufacturers	\$4,300	☐ *Malt Manufacturer	\$2,500	☐ Wine Manufacturer	\$1,700
☐ Brewpub	\$2,500	☐ Out-of-Town Wholesaler	\$100	☐ Brown Bag	\$0
☐ Malt Beverage Taproom	\$2,500	☐ Cocktail Room	\$2,500	☐ Alcohol Beverage Caterer	\$600
				☐ Temporary Alcohol License	\$100
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

A BUSINESS LICENSE IS REQUIRED BEFORE AN ALCOHOL LICENSE MAY BE ISSUED.

\$ 4,400 Alcohol License Fees + \$400 Application Fee = Total \$ 4,800

Agent Information

1. Agent/Owner(s) must complete and sign the Name-Based Criminal History Record Information Consent Form.
2. Provide an Unexpired Identification Card issued by Any U.S. State or United States government, bearing a current photograph of the applicant.
3. Agent/Owner(s) Must be Fingerprinted once application & fees are completed and paid unless such individuals currently hold one or more categories of alcohol license(s) in goodstanding.
4. Proof of Alcohol Handler's Permit from Agent and Owners.
5. Complete (S.A.V.E.) Systematic Alien Verification for Entitlements O.C.G.A. § 50-36-1 (e) (2) Affidavit.

Location/Business Information

6. Affidavit of Intent to Sale Alcohol from the Macon Telegraph Newspaper.
7. If any business entity other than Sole Ownership...Must submit a copy of the GA Secretary of State's Business information Record.
8. If NON-PROFIT entity...Proof of Non-Profit Status.
9. Planning and Zoning Compliance Form.
10. Original Affidavit from the Macon-Bibb County Engineer's Department.
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

Business Continuation

12. Please provide a list of the current, valid licenses issued to the named business; A record showing that all business license fees owed on the existing business have been fully paid, or a receipt showing payment thereof.
13. A statement, signed by the applicant, swearing, or affirming that the applicant has recently purchased the named business, or has a bona fide expectation of purchasing the named business soon; and
14. A record showing that all property taxes to date owned on the property have been fully paid, or a receipt showing payment thereof.

Rev.08/2023

Select One: ☒ New Business ☐ Change of location ☐ Change of Business

BUSINESS

Federal Tax ID #: 84 3153184 State Tax ID #: _____
 Business Name: Beaute and Le Ban Nail Lounge LLC Corporate and Trade Name: _____
 Local Business Address: 1625 Bass Road, Ste. 240, Macon, GA 31210
 (P.O. Box Not Allowed) City State Zip
 Mailing Address: 1625 Bass Road, Ste. 240, Macon, GA 31210
 (City State Zip)
 Local Business Phone #: (478) 305-7094 Email Address: NGOC2279@yahoo.com
 Contact Person: Ngoc Pham Contact Phone #: (678) 788-3240

AGENT

Agent's Name: Trung Duc Le Agent's Title: Owner
 Date of Birth: _____ Social Security Number: _____
 Home Address: 2279 Harbin Terrace Drive City: Morrow State: GA Zip: 30260
 Home Phone #: (678) 788-3240 Email: _____
 Mailing Address: 2279 Harbin Terrace Drive City: Morrow State: GA Zip: 30260

INDIVIDUAL/OWNER INFORMATION

Will the Agent named above also serve as the Applicant of this license? ☒ Yes ☐ No If no, complete the following:
 Owner/Individual's Name: _____ Title: _____
 Home Address: _____ City: _____ State: _____ Zip: _____
 Home Phone #: _____ Email: _____
 Mailing Address: _____ City: _____ State: _____ Zip: _____

Rev. 08/23

Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the Bibb County Sheriff's Office to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

Full Name (print):	Trung Duc Le		
Home Address:	2279 Harbin Terrace Drive, Morrow, GA 30260		
Sex	Race	Date of Birth	Social Security Number
Male	Asian-Vietnamese		



This authorization is valid for 90/180/____ (circle one) days from date of signature.



I, Trung Duc Le, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.


Signature

1-26-24
Date

*****Include a copy of your valid State/Government issued identification*****

Date of Inquiry: _____ Time of Inquiry: _____ Operator's Initials: _____

Purpose Code used: (check one)

☐	Employment (E) – Provides Georgia Criminal History Record Information
☐	Employment with Mentally Disabled (M) – Provides Georgia Criminal History Record Information
☐	Employment with Elder Care (N) - Provides Georgia Criminal History Record Information
☐	Employment with Children (W) - Provides Georgia Criminal History Record Information
☐	Public Records (P) – Provides Georgia Felony Convictions Only

The inquiry resulted in the following: (check all that apply)

☐	No Georgia CHRI results available.
☐	Georgia CHRI attached/released

☐	No NCIC/GCIC Warrant results available.
☐	Possible NCIC/GCIC Warrant. Contact Agency listed below.
Wanting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title

Date

Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the **Bibb County Sheriff's Office** to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

Full Name (print): <u>Ngoc Phuong Thi Pham</u>			
Home Address: <u>2279 Harbin Terrace Drive, Morrow, GA 30266</u>			
Sex	Race	Date of Birth	Social Security Number
<u>Female</u>	<u>Asian</u>		

☒ This authorization is valid for 90/180/ _____ (circle one) days from date of signature.

I, Ngoc Phuong Thi Pham, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

Ngoc Phuong Thi Pham
Signature

7/10/24
Date

*****Include a copy of your valid State/Government issued identification*****

Date of Inquiry: _____ Time of Inquiry: _____ Operator's Initials: _____

Purpose Code used: (check one)

	Employment (E) – Provides Georgia Criminal History Record Information
	Employment with Mentally Disabled (M) – Provides Georgia Criminal History Record Information
	Employment with Elder Care (N) - Provides Georgia Criminal History Record Information
	Employment with Children (W) - Provides Georgia Criminal History Record Information
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The inquiry resulted in the following: (check all that apply)

	No Georgia CHRI results available.
	Georgia CHRI attached/released

	No NCIC/GCIC Warrant results available.
	Possible NCIC/GCIC Warrant. Contact Agency listed below.
Wanting Agency Name: _____	
Agency Telephone: _____	

Agency Designee Signature and Title

Date

MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
O.C.G.A. § 50-36-1 (e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) ☒ I am a United States citizen 18 years of age or older. Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.
- 2) ☐ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.

Please check only one option above and submit the required documents with your application.
Please note that the failure to do so will result in a processing delay.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

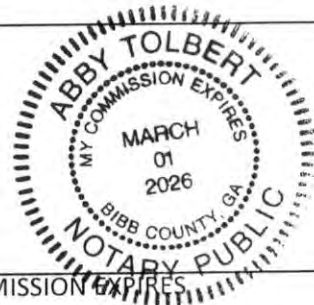
In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Business Name: Beaute and Le Bar Nail Lounge, LLC
 Printed Name of Applicant: Trung Duc Le
 *Signature of Applicant: [Signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 26 DAY OF January, 2024

[Signature]
 NOTARY PUBLIC



MY COMMISSION EXPIRES

MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
O.C.G.A. § 50-36-1 (e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) ☒ I am a United States citizen 18 years of age or older. Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.
- 2) ☐ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.

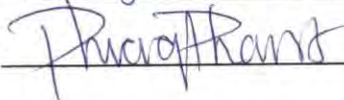
Please check only one option above and submit the required documents with your application.
Please note that the failure to do so will result in a processing delay.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Business Name: Beaute and Le Bar Nail Lounge, LLC

Printed Name of Applicant: Mgoc Pham

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 26 DAY OF January, 2024


 NOTARY PUBLIC



MEASUREMENT FORM

Retail Sales of Distilled Spirits for Consumption on the Premises Macon-Bibb County Code Chapter 4, Alcoholic Beverages

APPLICANT: ABBY TOLBERT, ATTORNEY
PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES
BUSINESS LOCATION: 1625 BASS RD. STE. 240
BUSINESS NAME: BEAUTE & LE BAR NAIL LOUNGE, LLC.

To Be Completed by County Engineer

1. Nearest property line of the place of business to the nearest property line of a state or county owned and operated alcoholic treatment center, or housing authority property measured and found to be more than 300 ft (4-142)

☒ *Comply* ☐ *Does not comply*

Licenses for a private club or for a bona fide restaurant, hotel or motel or other bona fide food service establishment is exempt.

2. We are unable to determine if this is a bona fide restaurant or bona fide food service establishment that qualifies for the exceptions or exemptions.

☐ Yes ☐ No ☒ Not Applicable

By: F. Charles Brooks
F. Charles Brooks - Macon-Bibb County Engineer

Date: 1-30-2024

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office

CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

300' from nearest PL to property line of Alcohol Treatment Center or MHA project.

Beaute & Le Bar Nail Lounge LLC

#1625 Bass Road, Ste. 240

43,400' - ALCOHOLIC TREATMENT CENTER property line

River Edge - Emery Hwy.

17,550' - MHA housing unit property line

Northside Senior Village

J.C.B.
✓

OK!

Paul J. Hoinowski
January 29, 2024



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
60099	508864	Print Legal Ad-IPL01551520 - IPL0155152		\$46.36	1	32 L

Attention: Lauren Barber

Lisenby & Associates
PO Box 4101
MACON, GA 31208

LaurenBarber@lisenbylaw.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR Retail Sale of Malt Beverages, Wine, and Distilled Spirits for Consumption on Premises

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the January 19, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Beaute and Le Bar Nail Lounge, LLC, 1625 Bass Road, Suite 240, Macon, GA 31210. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This January 12, 2024, Trung Duc Le as agent for Beaute and Le Bar Nail Lounge, LLC, Applicant
IPL0155152
Jan 12, 19 2024

To Whom It May Concern:

This is to certify the legal advertisement in the above stated case was published in The Telegraph legal section on:

2 insertion(s) published on:

01/12/24, 01/19/24

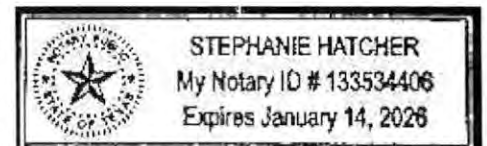
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Semons

Sworn to and subscribed before me this 24th day of January in the year of 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



MACON-BIBB COUNTY

Planning & Zoning

Macon-Bibb Planning & Zoning Commission
Terminal Station | 200 Cherry Street, Suite 301
Macon, Georgia 31201 | MBPZ.org

Zoning Compliance

PERMIT NO: 2019-00021161 **DATE OF ISSUE:** 8/5/2019
ISSUED TO NAME: Trung Le
OWNER'S NAME: BASS ROAD DEVELOPMENTS LLC
PROPOSED USE: Beaute & Le Bar Nail Lounge
ADDRESS OF PROPOSED USE: 1625 BASS RD-suite 240
STRUCTURE: EXISTING
MAP/PARCEL: K003-0472 **ZONING DISTRICT:** C-4

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

For a nail salon (bar) with alcohol consumed on premises. No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Subject to requirements of Business Development Services. Subject to all applicable local, state, and federal regulations.

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 2/1/2020 THIS PERMIT IS NULL & VOID

APPROVED BY: Ethan Tonn

NOTICE

This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, Macon-Bibb Business Development Services, and any other governmental agency whose regulations may be applicable. Care should be given to comply with any deed restrictions applicable to the above referenced property as the Macon-Bibb Planning and Zoning Commission does not authorize the violation thereof, nor can it be held responsible for said violation. The Macon-Bibb Planning and Zoning Commission assumes no responsibility for correct location of property lines. It is the responsibility of the applicant to insure proper placement of any structure on the premises. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb Planning and Zoning Commission and on file in its office. This permit expires six (6) months from date issued unless construction or use is begun.

RECEIPT INFORMATION

Permit Description	Charge Description	Charge	Paid
Comm/Industr/Institutional	Alcohol Consumed on Premises	\$150.00	\$150.00
Comm/Industr/Institutional	COMMERCIAL/INDUSTRIAL/INSTITUTIONAL	\$525.00	\$525.00
	TOTALS:	\$675.00	\$675.00

Control Number : 19124400

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

BEAUTE AND LE BAR NAIL LOUNGE, LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **09/12/2019** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **09/23/2019**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

STATE OF GEORGIA
Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

ANNUAL REGISTRATION

Electronically Filed
Secretary of State
Filing Date: 1/6/2024 2:47:05 PM

BUSINESS INFORMATION

CONTROL NUMBER	19124400
BUSINESS NAME	BEAUTE AND LE BAR NAIL LOUNGE, LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	01/06/2024
ANNUAL REGISTRATION PERIOD	2024

PRINCIPAL OFFICE ADDRESS

ADDRESS	1625 BASS ROAD SUITE 240, MACON, GA, 31210, USA
----------------	---

REGISTERED AGENT

NAME	ADDRESS	COUNTY
TRUNG DUC LE	2279 HARBIN TERRACE DR, MORROW, GA, 30260, USA	Clayton

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Trung Duc Le
AUTHORIZER TITLE	Registered Agent



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **BEAUTE AND LE BAR
NAIL LOUNGE, LLC**

Control Number: **19124400**

Business Type: **Domestic Limited
Liability Company**

Business Status: **Active/Compliance**

NAICS Code: **Other Services (except
Public Administration)**

NAICS Sub Code: **Nail Salons**

Principal Office Address: **1625 BASS ROAD SUITE
240, MACON, GA,
31210, USA**

Date of Formation /
Registration Date: **9/12/2019**

State of Formation: **Georgia**

Last Annual Registration
Year: **2024**

REGISTERED AGENT INFORMATION

Registered Agent Name: **TRUNG DUC LE**

Physical Address: **2279 HARBIN TERRACE DR, MORROW, GA, 30260, USA**

County: **Clayton**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Ownership Disclosure Form

A separate copy of this form must be completed for each individual who has a disclosable interest in the business.

Business:

Trade Name: Beaute and Le Bar Nail Lounge, LLC Name of Corporation: Beaute and Le Bar Nail Lounge, LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: Trung Duc Le, owner Telephone Number: (678) 788-3240

Date of Birth: _____ Social Security Number: _____

Residential Street Address: 2279 Harbin Terrace Drive, Morrow, GA 30260

Mailing Address: 2279 Harbin Terrace Drive, Morrow, GA 30260

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - ☐ General Partner holding _____% of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
 - ☐ General Partner holding _____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding _____% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding _____% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - ☐ General Partner holding _____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding _____% of all outstanding general partnership interests.
- ☒ Limited Liability Company (LLC)
 - ☐ Managing Member, Total number of Managing Members: 2
 - ☐ Member holdings 50% of all outstanding membership interests
- ☐ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes ___ No ___
 - ☐ Shareholder holding _____% of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____

Ownership Disclosure Form

A separate copy of this form must be completed for each individual who has a disclosable interest in the business.

Business: Beaute and Le Bar Beaute and Le Bar
 Trade Name: Nail Lounge, LLC Name of Corporation: Nail Lounge, LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: Ngoc Pham, owner Telephone Number: (678) 788-3240

Date of Birth: [REDACTED]
 Residential Street Address: 2279 Harbin Terrace Drive, Morrow, GA 30260

Mailing Address: 2279 Harbin Terrace Drive, Morrow, GA 30260

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ____% of all outstanding general partnership interests.
- ☒ Limited Liability Company (LLC)
 - ☐ Managing Member, Total number of Managing Members: 2
 - ☐ Member holdings 50% of all outstanding membership interests
- ☐ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes ___ No ___
 - ☐ Shareholder holding ____% of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

Alcohol Handler's Beverage License Application

APPLICANT

First Name: TRUNG DUC Last Name: LE
Home Address: 2279 Harbin Terrace City: Morrow State: GA Zip: 30260
Drive
Home Phone #: 678-788-3240 Email: ngoc2279@yahoo.com

Date of Birth: [REDACTED]

Mailing Address: 2279 Harbin Terrace City: Morrow State: GA Zip: 30260
Drive

- ☐ A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- ☐ An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- ☐ Current Color photograph of applicant.
- ☐ \$25 money order, cashier check, check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

[Signature]
Applicant's Signature

1-26-24
Date

I hereby certify that TRUNG LE signed his her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 26 day of January, 20 24

Abby Tolbert
NOTARY PUBLIC



Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

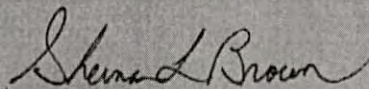
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions



ServSafe Alcohol® CERTIFICATE

ID # 24779052
CARD # 25110592



TRUNG LE

NAME _____

1/29/2024

DATE OF EXAMINATION _____

Card expires three years from the date of examination. Local laws apply.

Sherman Brown

Sherman Brown

Executive Vice President, National Restaurant Association Solutions

This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

In Alaska you must laminate your card for it to be valid.

NOTE: You can access your score and certification information anytime at ServSafe.com.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703.

NATIONAL
RESTAURANT
ASSOCIATION

233 South Wacker Drive
Suite 1600
Chicago, IL 60606-6383
1-800-SERVSAFE
312.715.1010 in the Chicago area
ServSafe.com

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Trung Le



AH001244

ALCOHOL HANDLER

EXP: 12/31/2024



Tax Commissioner's Office
 188 Third Street, Macon, Georgia 31201
 Mail to: Tax Commissioner's Office
 PO Box 4503
 Macon, GA 31208-4503

Alcohol Handler's Beverage License Application

APPLICANT

First Name: NGOC Last Name: PHAM

Home Address: 2279 HARDIN TERRACE City: MORROW State: GA Zip: 30260
DRIVE

Home Phone #: 678-788-3240 Email: ngoc2279@yahoo.com

Date of Birth: [REDACTED]

Mailing Address: 2279 HARDIN TERRACE City: MORROW State: GA Zip: 30260
DRIVE

- ☐ A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- ☐ An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- ☐ Current Color photograph of applicant.
- ☐ \$25 money order, cashier check, check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

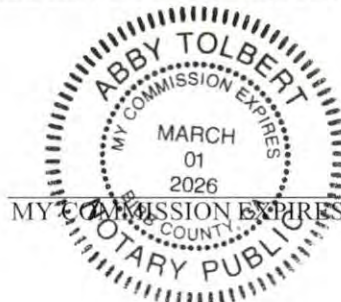
Ngoc Pham
 Applicant's Signature

1/26/24
 Date

I hereby certify that NGOC PHAM signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 26 day of January, 20 24

Abby Tolbert
 NOTARY PUBLIC



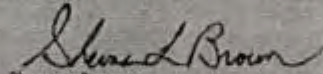
Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied and are knowledgeable about how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety. To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com. We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association, ServSafe



ServSafe
Alcohol®

ID # 12345678
CARD # 12345678

ServSafe Alcohol® CERTIFICATE



NAME _____

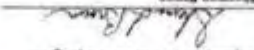
12345678

DATE OF EXAMINATION _____

Card expires three years from the date of examination. Card may apply

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Executive Vice President, National Restaurant Association, ServSafe



This certificate confirms completion of the ServSafe Alcohol responsible alcohol service program.

In Alaska you must laminate your card for it to be valid.

NOTE: You can access your score and certification information anytime at ServSafe.com.

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at

ServSafe Center for Restaurant Safety or
800.765.7177, ext. 6703

NATIONAL
RESTAURANT
ASSOCIATION

1111 17th Street, N.W.
Washington, D.C. 20036
Tel: 202.462.6000
Fax: 202.462.6001
www.nra.org

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Ngoc Pham



AH001243

ALCOHOL HANDLER

EXP: 12/31/2024

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") made and entered into this 12/4 day of 01, 2018 (the "Effective Date"), by and between the Parties named in Section 1.0 which Parties in consideration of their mutual covenants herein set forth do hereby agree as herein specified. Although this Lease shall become effective upon the Effective Date, the Term of this Lease shall begin on the Commencement Date as defined in Section 2.3 herein.

SECTION 1.0 PARTIES. The "Parties" under this Lease are:

1.1 Landlord:

BERKLEY DEVELOPMENT, LLC

herein called "Landlord"
whose address is:

3340 Peachtree Road NE
Suite 1010
Atlanta, Georgia 30326
Attention: Michael Cohn

1.2 Tenant:

LUXURY NAILS SPA, LLC

herein called "Tenant",
whose address is:

4880 Peachtree Corners Circle, Suite 1115
Norcross, GA 30092

With a copy to:

c/o The Sembler Company
5858 Central Avenue
St. Petersburg, Florida 33707
Attn: Gregory S. Sembler, Chairman

SECTION 2.0 BASIC LEASE PROVISIONS.

2.1 **SHOPPING CENTER.** North Macon Plaza (the "Shopping Center") in the City of Macon, County of Bibb, and State of Georgia, as depicted on Exhibit A attached hereto.

2.2 **PREMISES.** (Section 3) That portion of the Shopping Center crosshatched on Exhibit A, attached hereto and made a part hereof, with the following approximate area:

Space Number: To be determined; Approximate Premises Area: 2,500 Square Feet

Note: The scale of the drawing, all figures and all tenant names on Exhibit A are tentative and subject to changes as may be directed by Landlord and/or governmental authorities without notice.

2.3 **LEASE TERM, COMMENCEMENT DATE & POSSESSION DATE.** (Sections 4 & 5). The initial term of this Lease (the "Initial Term") is ten (10) years, which Initial Term starts on the Commencement Date defined as follows:

A. **NEW PREMISES.** The "Commencement Date" shall be the earlier of (i) one hundred twenty (120) days after Landlord notifies Tenant in writing that the construction of the Premises or all of Landlord's work in accordance with Exhibit B hereof has been substantially completed (that date hereinafter referred to as the "Possession Date"), or (ii) the date Tenant opens for business.

B. **RENEWAL OPTIONS.** Tenant shall have two (2) renewals option for a period of five (5) years each, which such renewal options may be exercised in accordance with the provisions contained in Section 37 hereof (the Initial Term and any exercised renewal options shall collectively be referred to herein as the "Term").

2.4 MINIMUM ANNUAL RENT. (Section 6)

A. **MINIMUM ANNUAL RENT.** Minimum Annual Rent for the Term shall be as shown below. Minimum Annual Rent (and all other Rent, as defined below) will be paid to Landlord, without notice or demand and without deduction or offset, as an independent covenant of all other covenants of this Lease.

Initial Term:

Year	Annually	Monthly	Per Sq. Ft.
1	\$87,500.00	\$7,291.67	\$35.00
2	\$90,125.00	\$7,510.42	\$36.05
3	\$92,828.75	\$7,735.73	\$37.13
4	\$95,613.61	\$7,967.80	\$38.25
5	\$98,482.02	\$8,206.84	\$39.39
6	\$101,436.48	\$8,453.04	\$40.57

7	\$104,479.58	\$8,706.63	\$41.79
8	\$107,613.96	\$8,967.83	\$43.05
9	\$110,842.38	\$9,236.87	\$44.34
10	\$114,167.65	\$9,513.97	\$45.67

Renewal Option One (1):

Year	Annually	Monthly	Per Sq. Ft.
11	\$117,592.68	\$9,799.39	\$47.04
12	\$121,120.46	\$10,093.37	\$48.45
13	\$124,754.08	\$10,396.17	\$49.90
14	\$128,496.70	\$10,708.06	\$51.40
15	\$132,351.60	\$11,029.30	\$52.94

Renewal Option Two (2):

Year	Annually	Monthly	Per Sq. Ft.
16	\$136,322.15	\$11,360.18	\$54.53
17	\$140,411.81	\$11,700.98	\$56.16
18	\$144,624.17	\$12,052.01	\$57.85
19	\$148,962.89	\$12,413.57	\$59.59
20	\$153,431.78	\$12,785.98	\$61.37

B. RENT DEFINED. All additional rental amounts ("**Additional Rent**"), as outlined in Sections 2.8 and 2.9 hereof, shall be due and payable commencing upon the Commencement Date. Minimum Annual Rent, Percentage Rent (if applicable), Common Area Charges, Real Estate Tax Expense, Additional Rent, and other charges due from Tenant under this Lease are sometimes referred to herein individually and/or collectively, as applicable, as "**Rent**".

Upon receipt of a letter from Landlord outlining the Commencement Date, the Rent payable during the Term, the final square footage of the Premises and other related information (the "**Rent Commencement Letter**"), Tenant agrees to do one of the following, each within ten (10) days of receipt of the Rent Commencement Letter:

(1) In the event the Tenant agrees with the information contained in the Rent Commencement Letter, the Tenant shall acknowledge and execute the Rent Commencement Letter in the space provided and return same to the Landlord; or

(2) In the event the Tenant disagrees with any of the information contained in the Rent Commencement Letter, the Tenant shall provide its reasons for disagreement in writing to the Landlord.

Failure of the Tenant to proceed under either (1) or (2) above within ten (10) days of receipt of the Rent Commencement Letter shall be deemed an acceptance of the information contained in the Rent Commencement Letter, and Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver the Rent Commencement Letter in the name of the Tenant.

C. TRIPLE NET LEASE. Subject to the obligations of the Landlord under this Lease, the Tenant acknowledges that it is intended and agreed that this Lease is and shall be a triple net lease and that the Minimum Annual Rent payable hereunder shall be completely net to the Landlord. The Landlord shall not be responsible during the Term for any costs, charges, expenses, taxes or outlays of any nature relating to the Premises and the Shopping Center or the contents thereof, except as expressly provided for herein, and the Tenant accordingly agrees that it shall pay all such costs, charges, expenses, taxes and outlays of any nature relating to the Premises and the Shopping Center in accordance with its obligations hereunder.

2.5 PERCENTAGE RENT. (Section 7) Percentage Rent for the Term shall be six percent (6%) ("**Percentage Rate**") of annual Gross Sales in excess of \$1,458,333.33 (the "**Percentage Base**").

2.6 TENANT'S BUSINESS OPERATION. (Section 8) The Premises shall be used only for the operation of an upscale nail salon offering manicures, pedicures, and related services, including waxing services on an incidental basis, and for no other use. Notwithstanding anything contained herein to the contrary, Tenant shall not violate the restrictions and exclusive use clauses as outlined in Exhibit D hereof.

A. Said business shall only be conducted under the name of **LUXURY NAILS**

2.7 SECURITY DEPOSIT. (Section 12) \$18,514.58.

2.8 INITIAL ESTIMATE OF TENANT'S PROPORTIONATE SHARE OF COMMON AREA CHARGES. (Section 13) The initial estimate of Tenant's Proportionate Share of Common Area Charges (excluding Insurance) is \$5,625.00 per calendar year, payable in advance monthly installments of \$468.75 each (based upon \$2.25 per square foot of Premises Area).

The initial estimate of Tenant's Proportionate Share of Insurance is \$875.00 per calendar year, payable in advance monthly installments of \$72.92 each (based upon \$0.35 per square foot of Premises Area).

2.9 INITIAL ESTIMATE OF TENANT'S PROPORTIONATE SHARE OF REAL ESTATE TAX EXPENSE. (Section 15) The initial estimate of Tenant's Proportionate Share of Real Estate Tax Expense is \$3,750.00 per calendar year, payable in advance monthly installments of \$312.50 each (based upon \$1.50 per square foot of Premises Area).

2.10 STATE RENT/SALES/USE TAXES. Tenant shall pay any tax assessed by the State of Georgia that is applicable to rentals or charges specified in this Lease. Said tax payment shall be paid to Landlord with and when the applicable rental or charge is due. Said tax shall be at the legally prevailing rate.

2.11 GUARANTOR. As a material inducement for Landlord to enter into this Lease, Landlord requires Thanh Nguyen (the "Guarantor") to execute the Guaranty of Lease set forth on Exhibit F attached hereto and made a part hereof. This Lease shall be voidable by Landlord unless the Guarantor executes and delivers to Landlord such Guaranty of Lease.

2.12 PROPORTIONATE SHARE. Wherever Tenant's "Proportionate Share" is referred to, it means the proportion that the Premises Area specified in Section 2.2 shall bear to the Shopping Center's gross leasable area, as shall exist from time to time, but only to the extent fully developed and constructed, minus the square foot area of (i) those premises in excess of 7,500 square feet of gross leasable area, which stores are herein called "Major Occupants", (ii) those premises occupied by tenants and/or other occupants paying Common Area Charges on a fixed basis (hereinafter referred to as "Fixed CAM Tenants"), and (iii) those premises located on parcels which are not fully maintained by the Landlord ("Self-Maintaining Tenants"), as the amounts paid by such tenants and/or occupants to the Landlord for Common Area Charges are deducted from Common Area Charges otherwise payable as set out in Section 13.1. For purposes of calculating Tenant's Proportionate Share, the Premises Area and gross leasable area includes, without limitation, the number of square feet of space contained on each floor within each permanently enclosed structure located in the developed and fully constructed portion of the Shopping Center (other than stores of Major Occupants, Fixed CAM Tenants and Self-Maintaining Tenants), as shall exist from time to time, but shall not include any Common Area or common utility corridors.

2.13 FRACTIONAL MONTHS/YEARS. Rents, billings and other charges under this Lease shall be, when appropriate, prorated for the fractional year or month, as the case may be, in which the Term commences and ends.

2.14 LEASE YEAR DEFINED. For purposes of this Lease, the first "Lease Year" shall begin on the Commencement Date and end on the last day of the twelfth (12th) full calendar month thereafter, and each succeeding twelve (12) month period shall constitute a Lease Year.

SECTION 3.0 PREMISES.

3.1 GRANTING LANGUAGE AND MEASUREMENT OF PREMISES. Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the Premises specified in Section 2.2. The Premises extend to the exterior faces of all walls, or to the center line of those walls separating the Premises from other premises in the Shopping Center. Landlord represents that the gross leasable area of the Premises will be measured from the outside of any exterior walls and from the center of any common demising walls. Landlord may, but shall not be obligated to, cause the Premises to be re-measured to ensure the accuracy of such square footage amount set forth in Section 2.2 hereof. If such re-measurement results in a different amount of square footage compared to the amount of square footage set forth in Section 2.2 of this Lease (the "Re-measurement Results"), then Landlord and Tenant hereby agree that Section 2.2 of the Lease will be amended to reflect the new square footage number derived from the Re-measurement Results. All terms of this Lease dependent upon the square footage of the Premises including, but not limited to, Minimum Annual Rent, Tenant's Proportionate Share and the Tenant Incentive Payment (if any) (as defined in Exhibit B attached hereto), shall be amended to reflect the different square footage of the Premises pursuant to the Re-measurement Results, which such difference shall be retroactive to the Commencement Date.

3.2 LANDLORD'S RESERVATION OF USE. Landlord reserves the use of the walls and roof and the space immediately under the roof and floor, including the right therein to install, maintain, use, repair and replace the exterior façade, roof, pipes, ducts, conduits and wires in locations which will not materially interfere with Tenant's use thereof. No rights, licenses or easements for Tenant are created hereunder, except as expressly demised hereunder, and no easement for light or air is leased with or included in the Premises. Further, Landlord reserves the right to access and use any false windows that are located on the exterior of the Premises (collectively, the "Windows") for the purpose of displaying any advertising materials, signage or other items Landlord deems desirable or necessary. Tenant acknowledges and agrees that such Windows may be accessed by Landlord or Landlord's representative through the interior of the Premises at any reasonable time, provided that Landlord agrees to use commercially reasonable efforts not to unreasonably interfere with Tenant's use of the Premises. Tenant acknowledges and agrees that on and/or after the Effective Date hereof Landlord may, but shall not be obligated to, place "Coming Soon" signs and other documentation in, on or about the Premises or the Shopping Center which such signs and/or documentation may contain Tenant information relative to Tenant's occupancy and/or business in the Premises and/or the Shopping Center. In the event that Landlord elects to place such "Coming Soon" signage

and/or documentation in, on or about the Premises or the Shopping Center Tenant hereby agrees not to remove such signage and/or documentation from the Premises until the Commencement Date.

3.3 GRANTING OF RIGHT TO COMMON AREA. Landlord grants to Tenant, its invitees and customers, the non-exclusive right, as tenant, to use the Common Areas of the Shopping Center.

3.4 RELOCATION OF TENANT PRIOR TO POSSESSION DATE. Landlord reserves the right until the Possession Date to relocate Tenant to another space within the same building in the Shopping Center with a size that is not less than 2,400 square feet and not more than 2,600 square feet without Tenant's consent, provided Landlord delivers the new premises to Tenant in the same condition the Premises are initially to be delivered by Landlord.

3.5 RELOCATION OF TENANT. Landlord hereby reserves the right, at its sole option and upon giving at least ninety (90) calendar days written notice in advance to Tenant (the "Relocation Notice"), to transfer and remove Tenant from the Premises from time to time to any other available space within the same building as the Premises in the Shopping Center which is not less than 2,400 square feet and not more than 2,600 square feet without Tenant's consent, which space shall, once Tenant has been relocated therein, be deemed the "Premises" for purposes of this Lease. In the event that the relocated Premises are different in size than the Premises, the Base Rent and all other Rent calculations for the purposes of this Lease shall be adjusted to reflect the square footage of the relocated Premises.

Landlord agrees to bear the reasonable expense of such transfer and removal, the reasonable cost of new stationary, business cards, website modifications, and other reasonable expenses of Tenant associated with a change of address (collectively, the "Transfer Expenses") as well as the reasonable expense of any renovations or alterations which are necessary to make the new space conform substantially in layout and appointment with the Premises, which alterations and renovations shall be completed by Landlord (the "Relocation Alterations"). Landlord shall provide Tenant with its plans for the Relocation Alterations for Tenant's approval, which approval shall not be unreasonably withheld and shall be provided to Landlord within ten (10) days of receipt of Landlord's plans. Within ten (10) days of request therefore, Tenant shall also provide Landlord with the dollar amount of Transfer Expenses that Tenant will seek reimbursement for pursuant to this Section. Landlord may revoke its Relocation Notice in the event it cannot come to agreement with Tenant on the Transfer Expenses or Relocation Alterations.

Immediately upon completion of the Relocation Alterations, Landlord shall provide Tenant with written notice of same (the "Relocation Completion Notice"). As of the date the Tenant receives the Relocation Completion Notice, Tenant shall not be required to pay Rent with respect to the existing Premises. Tenant shall be responsible to transfer its furniture, fixtures and equipment from the existing Premises to the relocation premises within ten (10) days following receipt of the Relocation Completion Notice. At the completion of such ten (10) day period, the relocation premises shall become the "Premises" for the purposes of the Lease and the existing premises shall no longer be the Premises, provided Tenant shall not be required to pay Rent for the relocation Premises until thirty (30) days following the end of such ten (10) day period. Failure of Tenant to vacate the existing Premises within the ten (10) day period mentioned above and/or cooperate with Landlord pursuant to this provision and to remove itself from the Premises shall constitute an event of Default pursuant to this Lease and shall, in addition to other remedies of Landlord provided by this Lease, permit Landlord to enter the Premises and to remove Tenant and its property therefrom and to relocate Tenant and its property in and to the new space provided by Landlord pursuant to this provision, all without being liable to Tenant in any manner whatsoever for such acts, except for the expenses which are expressly provided in this Section 3.5 to be paid by Landlord. Further, for any period of time that Tenant remains in the original Premises beyond the ten (10) day period given to vacate, Tenant shall be required to recommence payment of Rent with respect to the original Premises until the date that the Tenant vacates the original Premises and leaves the original Premises in the condition required under the Lease.

3.6 LANDLORD'S MODIFICATION OF SITE PLAN. Landlord shall have the right to make such changes, modifications, and revisions to the Shopping Center (including the site plan) as the Landlord in its sole discretion may deem appropriate including, but not limited to, any one or more of the following with respect to buildings, or the Common Areas then existing in the Shopping Center, or buildings or the Common Areas to be constructed in the Shopping Center: (i) construct alterations therein; (ii) construct additions thereto; (iii) construct additional stories thereon; (iv) construct additional buildings, free-standing or connected to the then-existing buildings; or (v) rearrange, relocate, build upon or eliminate any Common Areas, provided that in no event shall there be provided less than the minimum parking facilities as required by local authorities.

3.7 RESTRICTIONS. The Shopping Center is subject to a Declaration Regarding Outparcels dated July 5, 2007 and recorded on July 5, 2007 in Deed Book 7556, Page 83-127 of the Real Estate Records of the Bibb County, Georgia Superior Court Clerk's office (as amended, supplemented, assigned and restated from time to time, the "Declaration"). The Declaration and Exhibit D are collectively referred to in this Lease as the "Restrictions". At all times during the Term of this Lease, the Tenant shall comply with and shall not violate the terms, provisions and requirements of the Restrictions, including but not limited to the "exclusive uses" and "use restrictions" set forth in said documents and in Exhibit D attached hereto and incorporated herein. The rights of the Tenant hereunder are expressly subject and subordinate to the terms of the Restrictions, whether recorded before or after the date of this Lease. In the event of any conflict between any other provision of this Lease and this provision, this provision shall prevail.

SECTION 4.0 POSSESSION & IMPROVEMENT OF PREMISES.

4.1 POSSESSION OF THE PREMISES. Tenant shall be entitled to possession of the Premises on the Possession Date specified in Section 2.3.

4.2 LANDLORD'S WORK IN NEW PREMISES. Landlord's work (the "Landlord's Work") in constructing the Premises shall be performed pursuant and limited to the attached and incorporated Exhibit B. Tenant may, at its own risk, commence its work in the Premises prior to Landlord's aforesaid completion of Landlord's Work, if, in Landlord's sole opinion, Landlord and/or any other tenant or owner is not obstructed in any manner in completing the Premises or Shopping Center. Additionally, Tenant shall not obstruct the work of any other tenant or owner at the Shopping Center. If Tenant commences its work prior to Landlord's aforesaid completion of Landlord's Work, then the date that Tenant commences its work shall be the Possession Date as referred to in Section 2.3(A). Opening for business in the Premises by Tenant shall constitute Tenant's acknowledgment that the Premises are completed pursuant to Exhibit B.

4.3 TENANT ACCEPTANCE OF EXISTING PREMISES. Deleted.

4.4 TENANT IMPROVEMENTS. Tenant shall, prior to the Commencement Date, at Tenant's sole cost, and expense, improve, fixture, equip, stock and decorate the Premises ("Tenant's Work") to the end that the Premises and Tenant's business therein will be a first-class facility in Tenant's business category. Notwithstanding the foregoing, Tenant shall be obligated to submit its construction plans to Landlord pursuant to the time frame and guidelines set forth in Section 29.1 and in Exhibit B attached hereto. Tenant acknowledges and agrees that Tenant shall not perform any construction staging or place any materials related to Tenant's Work in any of the Common Areas of the Shopping Center. With respect to Tenant's initial construction of the Premises and any of Tenant's Work, Tenant shall keep the Common Areas clean and free of any and all trash and/or construction debris resulting from Tenant's Work. Further, Tenant acknowledges and agrees that Tenant (i) shall remain solely responsible for removing from the Shopping Center any and all trash and/or construction debris generated by Tenant's Work on a daily basis, and (ii) shall not provide or utilize any dumpster or other trash receptacle located in any of the Common Areas for disposal of any items related to Tenant's Work. If Tenant fails to comply with the terms of the immediately preceding sentence, then, in addition to any and all other equitable and legal remedies which Landlord may have, Tenant agrees to pay to Landlord, as Additional Rent, a sum equal to One Hundred and No/100 Dollars (\$100.00) per day for each day it fails to comply with such requirements. This amount shall be payable to Landlord within ten (10) days after written demand. In the event that Tenant or Tenant's contractors, employees, or agents cause either directly or indirectly any damage (such damage may be, by way of example and not limitation, damage to asphalt, curbs, gutters, roofs, or parapet) to the Common Areas and/or any other tenant building or premises, Tenant shall pay, within ten (10) days of receipt of written notice from Landlord, all sums required by Landlord to correct and repair such damage. If Tenant fails to pay any such sums within said ten (10) day period, Tenant shall be in default pursuant to Section 19.0 herein. Within ten (10) days after completion of Tenant's Work, Tenant shall obtain an affidavit and final and unconditional lien waiver in a form prescribed by Landlord (the "Affidavit and Waiver") from each and every contractor and/or subcontractor who has performed any of Tenant's Work in and around the Premises.

SECTION 5.0 TERM, LEASE YEARS & RELATED MATTERS.

5.1 LEASE TERM. The Term of this Lease starts on the Commencement Date, and continues for the number of Lease Years specified in Section 2.3. The Term shall end upon the passing of said number of Lease Years after the Commencement Date, subject to extension upon Tenant's exercise of its renewal option(s) described in Section 2.3(B).

5.2 TENANT OPENING REQUIREMENTS AND REMEDIES. Tenant agrees to complete all of Tenant's Work in the Premises and to open for business on or before the Commencement Date. In the event that Tenant fails to take possession of the Premises and open for business fully fixtured, stocked and staffed on the Commencement Date and/or continuously operate its business in accordance with the Lease (except for force majeure and *bona fide* periods of remodeling not to exceed thirty (30) days) during the Term, then Landlord shall have, in addition to any and all remedies herein provided, the right at its option to (i) collect not only the Minimum Annual Rent and other charges provided in this Lease, but Additional Rent at the rate of one three hundred-sixtieth (1/360) of the Minimum Annual Rent hereinafter provided per day for each and every day that Tenant is not open as required herein, and (ii) terminate Tenant's right of possession of the Premises but not necessarily the Lease upon thirty (30) days notice to the Tenant and recapture the Premises.

5.3 LANDLORD AND TENANT TERMINATION RIGHT. If the Term does not commence within four (4) years of the Effective Date, then this Lease may be terminated by either Party and upon such termination the Parties shall be relieved of all obligations hereunder.

5.4 CERTIFICATE OF OCCUPANCY REQUIREMENT. Tenant agrees to provide Landlord with a copy of Tenant's final certificate of occupancy or its equivalent within thirty (30) days from the date Tenant receives same.

SECTION 6.0 MINIMUM ANNUAL RENT.

Tenant agrees to pay to Landlord on or before the first day of each calendar month, in advance, during the Term of this Lease, the monthly installment of Minimum Annual Rent, as specified in Section 2.4 hereof, starting on the Commencement Date and continuing on the first day of each calendar month thereafter during the Term. If applicable, Tenant shall also pay with each payment of Minimum Rent and other payments hereunder all sales tax or similar excise taxes imposed upon or with respect to the Minimum Rent and all other payments payable hereunder, even though the taxing statute or ordinance may purport to impose same against Landlord, and Landlord shall timely remit all such sales taxes or similar excise taxes to the appropriate taxing authority. If the Commencement Date shall fall upon a day other than the first day of a calendar month, Tenant's first payment of Minimum Annual Rent shall consist of Minimum Annual Rent for the fractional portion of the month between the

Commencement Date and the first day of the first full calendar month in the Term, on a per diem basis (calculated on a thirty [30] day month), plus Minimum Annual Rent for the following calendar month.

SECTION 7.0 PERCENTAGE RENT.

7.1 PERCENTAGE RENT PAYMENT. In addition to the Minimum Annual Rent, Tenant agrees to pay Landlord as Percentage Rent a sum equal to the product of (x) Tenant's Percentage Rate and (y) the excess, if any, of Tenant's Gross Sales over the Percentage Base. Within thirty (30) days following the end of each Lease Year, Tenant shall pay Percentage Rent equal to the product of (x) Tenant's Percentage Rate and (y) Tenant's Gross Sales for the immediately preceding Lease Year in excess of the Percentage Base. Notwithstanding the foregoing, in the event that Tenant does not forward its Gross Sales reports to Landlord in the manner set forth in Section 7.2 herein below, then Landlord and Tenant hereby acknowledge and agree that Landlord shall have the right, but not the obligation, to estimate Tenant's Gross Sales numbers based upon one hundred and fifty percent (150%) of the highest quarterly Gross Sales report given by Tenant to Landlord during the Term hereof.

7.2 REPORTING OF GROSS SALES. Within twenty (20) days following the end of each quarter of each Lease Year, Tenant shall forward to Landlord a statement in form prescribed by Landlord and certified as correct by a certified public accountant showing (i) the amount of Gross Sales in the Premises for the preceding quarter, and (ii) the amount of Gross Sales in the Premises from the start of that Lease Year to the end of the preceding quarter.

7.3 DEFINITION OF GROSS SALES. "Gross Sales" shall mean the amount of sales of all merchandise or services sold or rendered at the Premises by Tenant or any sub-tenant, licensee, etc. Tenant may deduct from Gross Sales: any refunds to customers, provided they have been included in Gross Sales; and the amount of any sales tax levied upon retail sales and payable over to the appropriate governmental authority.

7.4 INSPECTION OF GROSS SALES RECORDS AND PENALTIES FOR UNDERSTATEMENT. Tenant agrees to keep at its principal office, records in accordance with generally accepted accounting practices and principles, in which said Gross Sales shall be recorded. Such records shall be open to Landlord's inspection and audit at all reasonable business hours during the Term and at least 3 years thereafter. If any audit shows that the amount of Gross Sales on Tenant's statement was understated by more than one percent (1%) for any statement, then Tenant (in addition to paying the Percentage Rent due for such understatement, if any) shall pay to Landlord the reasonable cost of the audit. If any audit shows that the amount of Gross Sales on Tenant's statement was understated by more than five percent (5%) for any statement, then Landlord shall have the right to terminate this Lease.

SECTION 8.0 TENANT'S USE, BUSINESS NAME & OPERATION STANDARD.

8.1 TENANT USE. Tenant agrees to use the Premises solely for the operation of the business specified in Section 2.6 under the name specified therein. Tenant shall not sell merchandise or provide services that are not normally and customarily sold or provided by stores in Tenant's type of business.

8.2 TENANT USE STANDARDS. Tenant further agrees to conduct its business in the Premises in accordance with applicable laws, the Restrictions, and the exclusives and restricted uses set forth in Exhibit D hereto, subject to all matters of record and pursuant to the following standards:

A. To keep the Premises adequately illuminated and continuously open for business from at least 10:00 a.m. to 9:00 p.m. Monday through Saturday, and 12:00 p.m. to 6:00 p.m. Sunday. Tenant will not be open before 9:00 a.m. nor remain open after 10:00 p.m. without Landlord's prior written consent. Tenant further agrees to keep its exterior parapet and under-canopy signs adequately illuminated from dusk until one (1) hour after closing. Tenant also agrees to keep the Premises air-conditioned or heated as necessary.

B. To operate its business pursuant to the highest reasonable standards of its business category, maintaining at all times a substantial stock of appropriate merchandise on display, with sufficient personnel to service its trade.

C. Not to display any merchandise, solicit business or distribute advertising material in the Common Areas, nor in any manner use any part of the Common Areas for purposes other than for their intended common use and not to obstruct any part thereof.

D. Not to display any temporary or permanent signs, banners, pennants, search lights, window signs, balloons, neon, or similar temporary advertising media, or any going out of business, liquidation or similar signs or banners, on the exterior of the Premises, or the interior of the plate glass window, or affix or install any type of sunscreen, tinting film, solar screen or similar product to any window or door glass of the Premises.

E. Not to commit waste in the Premises or Common Areas, and to keep the Premises and immediately adjacent areas including, without limitation, adjacent sidewalks, in a safe, neat, clean and orderly condition and to maintain and repair any lighting or signs under any canopy immediately in front of the Premises.

F. Not to use the Premises or permit the same to be used in any manner: in violation of any law, regulation, ordinance or the like; that would constitute a nuisance; for lodging purposes; that may injure the reputation of the Shopping Center or annoy, inconvenience or damage its patrons or other tenants or occupants; that would constitute an extra-hazardous use or violate any insurance policy of Tenant,

Landlord or any other tenant or occupant in the Shopping Center or increase the cost thereof above its normal cost.

G. To keep all garbage and refuse inside the Premises in the kind of containers specified by Landlord, and to place the same outside of the Premises prepared for collection in the manner and at the times and places specified by Landlord. In the event Landlord shall designate a waste collection service, Tenant shall pay (separately and in addition to Common Area Charges) its proportionate share of the cost of said service to Landlord or to whatever service company Landlord may designate, based on the ratio that the square footage of the Premises bears to the square footage of all premises using the service, and Landlord agrees that said collection charges shall be competitive. Tenant agrees not to burn or permit any burning of said garbage and refuse on the Premises or any part of the Shopping Center.

H. To cause all trucks serving the Premises to load and unload at hours other than the regular shopping hours of the Shopping Center and to ensure that large truck service, including semi-tractor trailer deliveries and garbage collection, does not occur between the hours of 10:00 p.m. and 7:00 a.m. Trucks shall not be permitted to load or unload through the front entrance of the Premises except when no other entrance is available. All deliveries, garbage collection, and other loading activities shall be conducted inside the loading zone areas as may be designated by Landlord, which areas shall be constructed utilizing materials designed to muffle noise and which areas shall contain doors that shall remain closed during all loading zone activities so as to eliminate noise associated with these activities. No loading zone activities whatsoever for the loading zones that border any residential areas within or adjacent to the Shopping Center shall occur between the hours of 10:00 p.m. and 6:30 a.m.

I. To cause its employees, officers and agents to park only in places, if any, designated by Landlord for employee parking. Landlord reserves the right to have towed any vehicle parked in violation of this clause at Tenant's expense.

J. To take no action that would violate the Restrictions or any of Landlord's contracts, if any, affecting the Shopping Center or cause any work stoppage, picketing or cause any manner of interference with the use and enjoyment of the Shopping Center by Landlord, other tenants, occupants, customers or any person lawfully in and upon the Shopping Center.

K. To abide by and observe all rules and regulations established from time to time by Landlord and Landlord's insurance carrier with respect to the operation of the Shopping Center and its Common Areas. Landlord reserves the right from time to time to amend or supplement said rules and regulations and to adopt and promulgate additional rules and regulations applicable to the Premises and the Shopping Center. Notice of such additional rules and regulations, and amendments and supplements, if any, shall be given to Tenant and Tenant agrees thereupon to comply with and observe all such rules and regulations, and amendments thereto and supplements thereof, provided such amendments and supplements shall apply in a non-discriminatory manner to all similar tenants of the Shopping Center.

L. Tenant acknowledges that it is Landlord's intent to operate the Shopping Center in a manner consistent with the highest standards of decency and morals prevailing in the community which it serves. Toward that end, Tenant agrees that it will not sell, distribute, display or offer for sale any item which, in Landlord's good faith judgment, is inconsistent with the quality of operation of the Shopping Center or may tend to injure or detract from the moral character or image of the Shopping Center within such community. Without limiting the generality of the foregoing, Tenant will not sell, distribute, display or offer for sale any roach clip, water pipe, bong, toke, coke spoon, cigarette papers, hypodermic syringe or other paraphernalia commonly used in the use or ingestion of illicit drugs, or any pornographic, lewd, suggestive, or adult newspaper, books, magazine, picture, representation or merchandise of any kind.

M. Tenant shall not walk upon the roof of the Shopping Center, nor erect any radio or television aerial, satellite dish, or other device on the roof or exterior walls of the Premises or the building in which the Premises are located without Landlord's prior written consent.

N. Tenant shall not use plumbing facilities for any other purpose than the purpose for which they were constructed.

O. Tenant shall use, at Tenant's cost, a pest extermination contractor, at least one (1) time annually.

P. Tenant shall conduct no fire, auction, bankruptcy, going-out-of-business, lost-our-lease, or similar sales in the Premises, nor shall Tenant operate as a wholesale store, a cooperative store, a secondhand store, a sample store, or a surplus store.

Q. Tenant shall not use or permit the Premises to be used in any way which will injure the reputation of the Premises or of the Shopping Center, or which may be a nuisance, annoyance, or inconvenience to the tenants, occupants, customers or any person lawfully in or upon the Shopping Center or to the neighborhood, including without limiting the generality of the foregoing, permitting loud noise by the playing of musical instruments or radios or television, or the use of microphones, loudspeakers, electrical equipment, or utilizing flashing lights or search lights, or permitting the

emission of odors from the Premises, any of which, in the judgment of the Landlord, might cause disturbance, impairment, or interference with the use or enjoyment by any other tenant of its premises.

If Tenant fails to comply with the terms of this Section 8.2 then, in addition to any and all other equitable and legal remedies which Landlord may have, Tenant agrees to pay to Landlord, as Additional Rent, a sum equal to One Hundred and No/100 Dollars (\$100.00) per day for each day it fails to comply with such requirements. This amount shall be payable to Landlord within ten (10) days after written demand.

8.3 ODORS AND VIBRATIONS:

A. Tenant represents, warrants, covenants and agrees that Tenant shall not use any materials in the Premises that produce or cause noxious odors or hazardous fumes from or within the Premises. If in Landlord's sole discretion, Landlord deems it necessary for Tenant to ventilate the Premises or in the event local laws and codes require specific ventilation as a result of odors or fumes produced in or emanating from the Premises, Tenant shall immediately cause the Premises to be adequately ventilated, at Tenant's expense, including, but not limited to, the installation of exhaust fans (or other ventilation equipment) in the Premises in order to prevent odors or fumes from emanating from the Premises into any other premises (including any fresh air intakes into any other premises) within the Shopping Center or into the Common Areas. Including any and all ventilation measures that are required by laws and codes due to Tenant's use. All work performed by Tenant pursuant to this Section 8.3 shall be performed in accordance with the terms and conditions of this Lease. In the event that Tenant fails to take any action required under this provision within two (2) business days after notice from Landlord or if Landlord determines, in its sole judgment, that Tenant's remedy is not sufficient and that odors and fumes are not being adequately controlled, or in the event laws and codes are not complied with by Tenant, Landlord may (but shall not be obligated to) immediately install such adequate ventilation system upon prior written notice to Tenant, and, upon demand, Tenant shall reimburse Landlord for the cost thereof, plus an administrative fee of 20% of such cost. Further, in the event that the Premises are being used as a restaurant or nail salon, or in the event that odors or fumes are emanating from the Premises at any time (or can reasonably be expected to emanate from the Premises based on Tenant's use), Tenant agrees that it shall install a 6 mil poly vapor barrier at its expense in any interior demising Premises walls which are adjacent to other premises in the Shopping Center.

B. If Tenant uses amplified music or produces any other cause of noise or vibration in the Premises, Tenant agrees that it will take all measures to prevent the level of sound or vibration permeating the wall between the Premises and adjacent premises as a part of Tenant's Work by installing soundproofing materials into the demising wall using methods and materials that are approved by Landlord prior to installation.

C. The Parties further agree that in the event that there are odors, fumes, noise or vibration emanating from the Premises at any time which are causing a nuisance to any other premises in the Shopping Center or are affecting the operation of any other occupant in the Shopping Center or are otherwise in violation of laws or codes, or in the event Tenant is engaging in any other action or operations which are causing a nuisance to any other premises in the Shopping Center or are affecting the operation of any other occupant in the Shopping Center or are in violation of laws or codes, and in each case such actions are not ceased by Tenant within two (2) business days following written notice from Landlord, then in addition to all remedies available to the Landlord under this Lease or at law for Tenant default (which remedies shall be immediately exercisable notwithstanding any notice or cure periods otherwise provided for in this Lease), and in addition to the remedies granted to Landlord in this Section 8.3, Landlord may require the Tenant to close immediately, in which event Tenant shall cease operations from the Premises immediately and shall remain closed without any abatement in Rent until such time as the action causing a nuisance or affecting the operation of an occupant is rectified.

SECTION 9.0 UTILITIES.

9.1 UTILITY PAYMENTS. From the earlier of (i) the date Tenant takes possession of the Premises, and/or (ii) the date Tenant begins its work in the Premises, Tenant agrees, at Tenant's expense, to have the utility meters registered in Tenant's name and to pay for all utility services rendered or furnished to the Premises including, without limitation, any water, gas, electricity, sewer, fire protection, and/or other utilities, as well as any meter fees, hookup fees, impact fees or special assessments, together with all taxes or other charges levied on such utilities based on utility consumption and/or otherwise. If required by Landlord, Tenant shall pay to Landlord the amount of impact fees required of Tenant to the extent Landlord has impact fee credits available for such purpose.

9.2 TENANT'S PROPORTIONATE SHARE OF UTILITIES. If any of such utilities provided by a public utility company, but used by Tenant, are not separately metered or assessed, Tenant will pay to Landlord its proportionate share of such utility charges, based on the ratio that the square footage of the Premises bears to the square footage of all premises using the utilities.

9.3 LANDLORD SUPPLIED UTILITIES. If Landlord shall supply or have supplied any such services, Tenant will purchase same from Landlord at charges not in excess of the charges for such services that may be established by the appropriate governmental regulating body. Landlord shall bill Tenant for any such charges for services supplied by or rebilled by Landlord. If Tenant fails to pay the utilities billed by Landlord, Landlord shall have the right to terminate this Lease.

9.4 LANDLORD LIABILITY FOR UTILITY SERVICES. In no event shall Landlord be liable for the quality, quantity, failure or interruption of such services to the Premises.

SECTION 10.0 TENANT'S WORK, FIXTURES, PROPERTY & SIGNS.

10.1 TENANT'S WORK. All Tenant's work (including alterations and other improvements) undertaken in the Premises by Tenant shall consist of new material installed in a workmanlike manner and in compliance with all applicable laws and regulations and shall be performed only by contractors or subcontractors who have complied with the Tenant Insurance standards specified in Section 14 hereof. Tenant shall make or cause to be made all such alterations to the Premises (including, without limiting, the generality of the foregoing, removing such barriers and providing such alternative services) as shall be required for compliance with the Americans with Disabilities Act of 1990 and any rules and regulations from time to time promulgated thereunder. If, as a result of Tenant's Work, there is any damage to any other premises or the personal property of either Landlord or any other tenant or occupant in the Shopping Center, Tenant shall, at its sole cost and expense, immediately repair said damage and/or replace said personal property. Tenant shall not commence work until it has supplied a list of contractors and subcontractors to Landlord and Landlord has approved such list. Tenant shall not permit any contractor or subcontractor not listed on such approved list to perform any work. Tenant shall not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work of any contractor, mechanic, laborer or materialman which might be or become a lien or encumbrance or charge upon the Premises or the Shopping Center or the income therefrom, and the Tenant shall not suffer any other matter or thing whereby the interest of Landlord in the Premises or in the Shopping Center might be impaired. The Shopping Center shall not be subject to attachment. Pursuant to Georgia Statute 713.10, it is the intent of the Parties hereto that the Landlord's interest in the Premises and the Shopping Center shall not be subject to any liens filed for improvements made by or for Tenant and/or because of Tenant's failure to make payments in connection with any buildings or improvements installed or constructed on the Premises. The Memorandum of Lease provided for in Section 5.4 shall expressly give notice of and prohibit such liability by Landlord. Tenant shall include in all contracts and subcontracts for work to be performed on Tenant's behalf at the Premises provisions wherein such contractor or subcontractor acknowledges that Landlord has no liability under such contracts and subcontracts and that such contractor or subcontractor waives any right it may have to lien or attach the Premises and the Shopping Center. Not in limitation of the foregoing, if any lien be filed by virtue of Tenant's work, Tenant shall cause the same to be fully discharged of record by payment, bond, order of court, or otherwise as required by law within thirty (30) days of filing. Landlord may, at Landlord's option, cause such discharge and Tenant shall reimburse Landlord, with interest at the Default Rate, for all of its costs and expenses, including attorneys' fees, incurred by Landlord within ten (10) days of receipt of written demand thereof by Landlord. Nothing in this Lease shall be construed as in any way constituting a consent or request by Landlord, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific or general improvements. All such work including, without limitation, floor covering, lighting, ventilating, heating and air conditioning equipment, wall coverings and store fronts shall, upon termination of this Lease, attach to the freehold and become and remain Landlord's property. Tenant agrees not to undertake any Tenant work without Landlord's prior written consent.

10.2 TENANT'S PERSONAL PROPERTY. All trade fixtures and equipment installed by Tenant in the Premises shall be new or completely reconditioned and shall, along with Tenant's merchandise, remain the personal property of Tenant. Tenant shall, at the expiration of the Term and upon vacating the Premises, remove all its trade fixtures and personal property that is removable without injury to or defacement of the Premises, and provided all Rent is paid in full and Tenant is not otherwise in default under this Lease, and further provided that any damage to the Premises or the Shopping Center resulting from such removal shall be simultaneously repaired at Tenant's expense. Tenant agrees that all Tenant's personal property in the Premises shall be at the sole risk of Tenant and/or those claiming under Tenant. Landlord shall not be responsible to Tenant for any loss that may be occasioned by the acts or omissions of persons occupying any space adjacent to or adjoining Tenant's Premises, or be liable to Tenant for any loss resulting to Tenant, or any of Tenant's property, caused in any manner whatsoever. If the Tenant does not remove its trade fixtures and personal property at the expiration or earlier termination of this Lease, such trade fixtures and personal property shall, at the option of the Landlord, be deemed to have been abandoned and become the property of the Landlord without payment of any compensation therefor, and may be removed from the Premises and disposed of by the Landlord as it deems advisable at the Tenant's sole cost. Tenant waives any claim against the Landlord for damage to abandoned property, as well as the right to sue for failure to comply with Chapter 715, Georgia Statutes.

10.3 TENANT'S SIGN(S). Subject to (i) Landlord's consent as to number, size, color, type, location and specifications, (ii) the Landlord's sign criteria as outlined in Exhibit C attached hereto, (iii) the Restrictions, and (iv) the Tenant's sign(s) being in compliance with all applicable laws, ordinances, zoning conditions, rules, regulations, orders and interpretations (collectively, "Laws"), (i) to (iv) being collectively referred to herein as the "Signage Requirements", Tenant may install and illuminate a sign on the exterior of the Premises. Tenant agrees that it will not erect any other exterior sign without first complying with the Signage Requirements. Tenant agrees to install all of said signs in conformance with the Signage Requirements, and to keep the same in a good state of repair and defend, indemnify and hold Landlord harmless from any damages stemming from the installation, maintenance, existence or removal of the same, and Tenant shall repair any damage which may have been caused by said installation, existence, maintenance or removal. Upon vacating the Premises, Tenant agrees to remove all signs and simultaneously repair, at Tenant's sole expense, any damage to the Premises or Shopping Center caused by the initial installation and such removal.

10.4 REMODEL OF BUILDING FAÇADE BY LANDLORD. In the event Landlord should remodel the building or fascia/facade of the Premises or any portion of the Shopping Center, it is agreed as follows:

- A. The work shall be done by Landlord at Landlord's expense in a timely and expeditious manner.
- B. Landlord shall inform Tenant prior to the commencement date of work.
- C. Tenant agrees to purchase and erect at Tenant's expense a new sign constructed and installed to specifications provided by Landlord in compliance with Section 10.3 herein above within ten (10) days of completion of the work.

10.5 LIABILITY FOR TENANT'S PERSONAL PROPERTY. Tenant further agrees that all personal property of every kind or description which may at any time be in the Premises shall be at the Tenant's sole risk, or at the risk of those claiming under the Tenant. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by the acts or omissions of persons occupying any space adjacent to or adjoining Tenant's Premises, or any part thereof. Landlord shall not be responsible or liable to Tenant for any loss or damage resulting to Tenant or its property or its business resulting from any roof leaks, water, gas, steam, fire, or the bursting, stoppage or leaking of water and/or sewer pipes, or from the heating or plumbing fixtures, or from electric wires, or from gas or odors, or caused in any manner whatsoever.

SECTION 11.0 MAINTENANCE OF PREMISES.

11.1 LANDLORD MAINTENANCE. Landlord agrees to keep and maintain in good order and repair the roof and other exterior portions of the Premises and to make any necessary structural repairs of the Premises. Landlord shall not be responsible for reasonable wear and tear or damage caused by any act or negligence of Tenant, its employees, agents, invitees, licensees or contractors.

11.2 TENANT MAINTENANCE. Tenant agrees at Tenant's expense, to keep and maintain in good order and repair, and replace as necessary, all portions of the Premises not specifically designated above as Landlord's obligation, including, without limitation, the exterior and interior portions of all doors, door hardware, door jams and frames, and door operators, exterior mounted equipment and signs, utility meters, exterior lights mounted on Premises, windows, window hardware, plate glass, showcases surrounding the Premises, all plumbing and sewage facilities within the Premises, fixtures, heating, ventilating, air conditioning ("HVAC") and electrical equipment, interior walls, floors, ceiling, and all interior building appliances and similar equipment. Tenant agrees that during the Term Tenant shall keep in full force, at Tenant's expense, a standard maintenance contract on the HVAC equipment with a reputable contractor (which contract shall provide for inspection and service of the HVAC equipment no less than quarterly) and upon notice shall promptly deliver a copy of the contract to Landlord. Landlord shall assign any HVAC manufacturer's warranties to Tenant provided such warranties are assignable, and further provided that Tenant shall pay any costs or fees associated with such assignment. Tenant shall be responsible for any changes to the fire sprinkler systems in the Premises required as a result of Tenant's design or use of the Premises or as a result of Tenant's Work. Tenant shall be responsible for the maintenance, repair and replacement of the fire sprinkler system exclusively serving the Premises (excluding the riser, which shall be the Landlord's responsibility).

Tenant (i) will keep clean the inside and outside of all glass in the doors and windows of the Premises; (ii) will replace promptly at its own expense with glass of like kind and quality any broken plate or window glass; (iii) will replace doors or door hardware of the Premises which may for any reason become cracked or broken; (iv) will maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin, and other pests; (v) will not permit undue accumulation of garbage, trash, rubbish or other refuse in the Premises; (vi) will keep such refuse in proper containers inside the Premises until such time as same is called for to be removed; (vii) will promptly report to Landlord in writing any maintenance problems involving water, moist conditions, or mold; (viii) will not block or inhibit the flow of return or make-up air into the HVAC system serving the Premises and will maintain the Premises at a consistent temperature and humidity level in accordance with the Landlord's Instructions; and (ix) will otherwise conduct all activities in the Premises in a manner that prevents unusual moisture conditions or mold growth.

11.3 TENANT REQUIREMENT TO CONFORM. During the Term Tenant shall, at Tenant's cost, make any changes or alterations in the Premises that may be necessary to cause said Premises to conform to all governmental and insurance underwriters' requirements adopted after the Effective Date.

11.4 LANDLORD RIGHT TO MAINTAIN PREMISES. If Tenant refuses or neglects to commence and complete any of the foregoing promptly and adequately, Landlord may, but shall not be required to, make or complete said repairs and Tenant shall pay the cost thereof to Landlord upon demand, together with a sum equal to twenty-five percent (25%) of said costs for overhead and administration, all due and payable within ten (10) days after billing from Landlord to Tenant.

SECTION 12.0 SECURITY DEPOSIT.

12.1 SECURITY DEPOSIT, RESTORATION AND REFUND. Tenant has deposited with Landlord the Security Deposit specified in Section 2.7(A), said Security Deposit to be retained by Landlord, interest free, as security for the performance by Tenant of its Lease agreements. Landlord shall not be required to keep the Security Deposit separate from its general funds. Tenant shall not transfer or encumber said Security Deposit and any such act shall not be binding on Landlord. If Tenant defaults, in the payment of Rent or otherwise, Landlord may, without prejudice to other Landlord remedies, apply as much of said Security Deposit as may be necessary to compensate Landlord, toward payment of Rent or other loss or damage to Landlord stemming from such default, and Tenant shall immediately, upon notice from Landlord, restore said Security Deposit to its original sum. Tenant's failure to pay to Landlord a sufficient sum to restore the Security Deposit to its original amount within three (3) days after

receipt of notice shall constitute a default under this Lease. Said Security Deposit, less any amount expended as aforesaid, shall be returned to Tenant within thirty (30) days following the end of the Term, provided Tenant has returned the Premises to Landlord in the condition required hereunder.

12.2 LIABILITY FOR SECURITY DEPOSIT. Tenant agrees that the holder of any mortgage covering the Premises shall not, under any circumstances, be liable for such Security Deposit. In the event of a sale of the Shopping Center, Landlord may deliver said Security Deposit to the purchaser and thereupon the transferring Landlord shall be discharged from any further liability with respect to the Security Deposit and the purchaser shall retain said Security Deposit as Landlord under this Section.

SECTION 13.0 COMMON AREA CHARGES.

13.1 COMMON AREA CHARGES DEFINED. Common Areas shall be defined as including, without limitation, any of the following that may be part of the Shopping Center or related to the Shopping Center maintenance obligations: parking areas, parking decks, stairwells, pedestrian ways, hallways, escalators and elevators (but not within the floor area of an individual occupant), driveways, service courts, food courts, building surfaces, access and interior roads, private roads, detention ponds and drainage facilities and other areas or facilities to be maintained by Landlord regardless of whether said ponds and/or facilities are located within the Shopping Center or outside the Shopping Center, charges applicable to the Landlord or the Shopping Center pursuant to the Restrictions, fire protection systems for Common Areas, truckways, ramps, loading docks, delivery areas, sidewalks, walkways, walls, curbs, lighting standards, bike racks, fountains, statues and artwork, planters, seating areas, bus stops, bus shelters, traffic and directional signs, open and enclosed courts and malls, landscaped and park areas, landscaping and maintenance of adjacent land, rights of way and/or medians required to be maintained by the Shopping Center owner or management, drainage systems, benches, fences, fire corridors, meeting areas, public restrooms and comfort stations, and any shoulders and medians of streets adjacent to the Shopping Center. Landlord may, from time to time, open, close, relocate, climatize or de-climatize any food court and mall areas, change the layout, size, locations, elevation, nature and/or use of any Common Areas, and may construct or erect buildings or other structures therein or thereon and move or remove the same. Except for any Lease provision to the contrary, Landlord shall either do the following or cause to be done by Landlord's designated contractor, agent or employee: operate, maintain, manage, equip, light, clean, paint, repair, and, at Landlord's option, provide security personnel and/or leased equipment for said Common Areas and heat and cool any mall or other areas now or hereafter enclosed, as Landlord shall from time to time determine. Landlord or Landlord's designated contractor, agent or employee may perform any other maintenance, changes, repairs, replacements or improvements that Landlord may hereafter desire or deem necessary and appropriate. Landlord may designate or permit a third party to perform the obligation of Landlord. Capital expenditures required due to changes in regulations that were not required when the Shopping Center was built, reserves for repair or replacement of capital items, excluding items for which Landlord is responsible as contained in Section 11.1, and capital expenditures made in order to reduce other operating expenses, shall be considered common area charges. Landlord agrees to maintain, or cause to be maintained, commercial general liability insurance relating to the Shopping Center and the Common Areas thereon on an occurrence basis, in the minimum amount of \$1,000,000.00, and all risk or special form property coverage to the extent of the replacement cost of the Shopping Center buildings owned by Landlord with the option of taking advantage of any co-insurance provisions therein, with reasonable deductibles. Landlord may further maintain such additional insurance as is commercially reasonable or as required by any mortgagee, including without limitation a supplemental flood insurance policy in the event the Shopping Center is in a flood zone. All of the foregoing services and items, together with Landlord's repairs and replacement of roofs and structural components and periodic repainting of buildings in the Shopping Center, and all assessments due under any declaration or restrictive covenants recorded from time to time affecting the Shopping Center, including, without limitation, the Restrictions, and expenditures required to comply with the conditions or permits and approvals for the Shopping Center, are herein collectively called "Common Area Maintenance" and the costs therefor, plus a fifteen percent (15%) administrative charge, minus the amount paid to the Landlord by the Major Occupants, Fixed CAM Tenants and Self-Maintaining Tenants for Common Area Maintenance and Insurance, are herein collectively called "Common Area Charges".

13.2 PAYMENT OF COMMON AREA CHARGES. Commencing with the first day of the Term, Tenant agrees to pay to Landlord Tenant's Proportionate Share of Common Area Charges specified in Section 2.8 on the first day of each calendar month, in advance, during the Term for the monthly installment, which Section 2.8 monthly installments represent Landlord's estimate of the amount of Tenant's Proportionate Share of said Common Area Charges at Term commencement. Landlord shall, prior to the beginning of each calendar year, estimate the expected Common Area Charges for such calendar year and Tenant's Proportionate Share thereof, one twelfth (1/12) of which shall constitute the monthly installments for such year in lieu of, but never lower than, the monthly installments specified in Section 2.8. Within one hundred eighty (180) days after the end of each calendar year, Landlord shall advise Tenant of the actual Common Area Charges paid or payable during the prior calendar year and thereupon there shall be an adjustment between Landlord and Tenant with payment to or repayment by Landlord, as the case may require, to the end that Landlord shall receive the entire amount of Tenant's annual Proportionate Share for said year. However, Landlord's failure to provide such statement of Common Area Charges by the date provided herein shall in no way excuse Tenant from its obligation to pay its Proportionate Share of Common Area Charges, or constitute a waiver of Landlord's right to bill and collect such Proportionate Share of Common Area Charges from Tenant in accordance with this Section. Any repayment that may be due by Landlord to Tenant may, at Landlord's option, take the form of a credit on Tenant's next succeeding monthly installment(s), or may be reimbursed separately by the Landlord. If Tenant's Proportionate Share is greater than the amount paid by Tenant during said prior year, Tenant shall pay Landlord the difference between the amount paid by Tenant and the amount actually due within thirty (30) days of Landlord billing Tenant for same. Landlord agrees to keep, at its principal office, records relating to said Common Area Charges. Tenant shall have the right to audit said records for the sole purpose of ascertaining the correctness of said Common Area Charges. Such audit shall be made during normal business hours; shall not unreasonably interfere with Landlord's office operations; shall be

performed by Tenant or Tenant's chief financial officer; shall not be made more often than once during each calendar year; and, shall be limited to the records for the preceding calendar year. If Tenant desires to audit said records as aforesaid, Tenant shall notify Landlord no later than ninety (90) days after receipt of Landlord's annual statement and thirty (30) days in advance of the date on which Tenant proposes to perform such audit, commence said audit within sixty (60) days of said notice, and once the audit has commenced, diligently complete the same. If Tenant fails to provide Landlord notice of its desire to audit Landlord's records within ninety (90) days of the receipt of Landlord's annual statement, such statement shall be binding and conclusive on Tenant.

SECTION 14.0 INSURANCE.

14.1 TENANT INSURANCE REQUIREMENTS. Tenant shall procure and continue in force from and after the date Landlord shall deliver possession of the Premises to Tenant and throughout the Term of this Lease: (a) commercial general liability insurance with a limit of not less than \$2,000,000.00 combined single limit per occurrence for bodily injury or property damage and \$3,000,000.00 aggregate per location including, personal and advertising injury coverages with a limit of not less than \$1,000,000.00 per occurrence and liquor liability coverage (also known as "dramshop insurance") with a limit of not less than \$1,000,000.00 per occurrence and umbrella coverage of \$3,000,000.00, if alcoholic beverages are sold and/or consumed on the Premises; (b) all-risk or special form property coverage, including sprinkler leakage coverage plus flood and/or earthquake coverage as deemed necessary by Landlord, in an amount adequate to cover full replacement of all leasehold or building improvements in the Premises which were originally constructed or provided by or on behalf of Tenant, as well as the cost of replacement of all fixtures, equipment, decorations, contents and personal property therein; with a reasonable deductible as determined by Landlord including no coinsurance clause or an agreed value provision; (c) exterior sign insurance and plate glass insurance covering all plate glass in the Premises; and (d) if there is boiler or air-conditioning equipment serving the Premises (whether installed in, adjoining, above or beneath the same), broad form boiler and machinery insurance in an amount adequate to cover replacement cost of all improvements and betterments but in no event less than \$100,000.00; (e) Tenant shall provide Landlord evidence of automobile liability coverage with a limit of not less than \$1,000,000.00 and evidence of worker's compensation coverage in accordance with the State of Georgia requirements; and (f) Tenant shall carry business income /extra expense coverage in the amount of "actual loss sustained". Landlord shall have the right to periodically raise required coverage limits.

14.2 INSURANCE POLICY REQUIREMENTS. All of the insurance required under Section 14.1 shall name Landlord and its designee(s) as additional insureds and all insurance policies required under subsections (b) through (d) of Section 14.1 shall be issued in the names and for the benefit of Landlord, its designee(s), and Tenant. For greater certainty, all additional insureds listed on the Tenant's policy shall have the benefit of coverage limits equal to the greater of (i) the full amount of the Tenant's policy, and (ii) the amount of insurance required to be maintained by Tenant hereunder. A true and certified copy of each Tenant insurance policy with endorsement providing for Landlord's interest as named insured and/or a Standard Acor 27 Form Certificate of Insurance evidencing insurance coverage and confirming the Landlord as additional insured, with the wording "will endeavor to" removed from the cancellation clause and providing a minimum of thirty (30) days written notice to the Landlord, shall be provided to Landlord without demand throughout the Term. Such policies shall be issued by one or more responsible insurance companies satisfactory to Landlord with a minimum Best Rating of A-XI and approved to do business in Georgia. All such insurance may be carried under a blanket policy covering the Premises and any other of Tenant's stores and shall contain endorsements that (1) such insurance may not be canceled or amended with respect to Landlord (or its designee(s)), except upon thirty (30) days prior written notice to Landlord (and such designee(s)), by the insurance company; and (2) Tenant shall be solely responsible for payment of premiums for such insurance. In the event Tenant fails to furnish or maintain such insurance as outlined in Section 14.1 (a through e) PRIOR TO OR SIMULTANEOUSLY WITH THE POSSESSION DATE, the Landlord may obtain such insurance and the premiums shall be paid by Tenant to the Landlord upon demand.

14.3 TENANT INDEMNIFICATION OF LANDLORD. Tenant will indemnify, save harmless, and defend Landlord promptly and diligently at Tenant's sole expense from and against any and all claims and demands in connection with any accident, injury or damage whatsoever caused to any person or property arising directly or indirectly out of Tenant's initial construction, alteration, renovation, remodeling, repair and/or fixturing of the Premises (whether or not occurring prior to the Commencement Date hereof), or out of the business conducted in the Premises or occurring in, on or about the Premises or any part thereof, including the Common Areas, or arising directly or indirectly from any act or omission of Tenant or any of its contractors, subcontractors or concessionaires or subtenants or their respective licensees, servants, agents, employees, contractors or subcontractors, and from and against any and all costs, expenses and liability incurred in connection with any such claim or proceeding brought thereon. The commercial general liability insurance maintained by Tenant pursuant to Section 14.1 above shall specifically insure the contractual obligations of Tenant as set forth herein, but shall not limit Tenant's liability under this Section.

14.4 TENANT REQUIREMENT TO COMPLY WITH RECOMMENDATIONS OF INSURER. Tenant agrees, at its own cost and expense, to comply with all of the rules, regulations and recommendations of Landlord's property insurer and any similar body and any governmental authority having jurisdiction. If at any time and from time to time, as a result of or in connection with any failure by Tenant to comply with the foregoing sentence or any act of omission or commission by Tenant, its employees, contractors or licensees, or as a result of or in connection with the use to which the Premises are put (notwithstanding that such use may be for the purposes hereinbefore permitted or that such use may have been consented to by Landlord), the property insurance rate(s) applicable to the Premises, or the building in which same are located, or to any other premises in said building, or to any adjacent property owned or controlled by Landlord, or an affiliate of Landlord, and/or to the contents in any or all of the aforesaid properties (including rent insurance relating thereto) shall be higher than that which would be applicable

for the least hazardous type of occupancy legally permitted therein, Tenant agrees that it will pay to Landlord, on demand, such higher portion of the premiums for all property insurance policies in force with respect to the aforesaid properties (including rent insurance relating thereto) and the contents of any occupant thereof as shall be attributable to such higher rate(s). If Tenant installs any electrical equipment that overloads the electrical lines in the Premises or the building in which they are located, Tenant shall, at its own cost and expense promptly remove such equipment or make whatever changes are necessary to remedy such condition and to comply with all requirements of Landlord's property insurer and any similar body and any governmental authority having jurisdiction thereof. For the purpose of this Section, any finding or schedule of Landlord's property insurer shall be deemed to be conclusive. In the event that this Lease so permits and Tenant engages in the preparation of food or packaged foods or engages in the use, sale or storage of inflammable or combustible material, Tenant shall install chemical extinguishing devices (such as ansul) approved by Underwriters Laboratories and shall keep such devices under service as required by such organization. If gas is used in the Premises, Tenant shall install gas cutoff devices (manual and automatic).

14.5 WAIVER OF SUBROGATION. Each insurance policy carried by Landlord or Tenant and insuring all or any part of the Shopping Center, the Premises, including improvements, alterations and changes in and to the Premises made by either of them and Tenant's trade fixtures and contents therein, shall be written in a manner to provide that the insurance company waives all right of recovery by way of subrogation against Landlord or Tenant, as the case may be, in connection with any loss or damage to the Premises, property or businesses, building and contents caused by any of the perils covered by all risk or special form property coverage, and business interruption insurance (with respect to the Tenant), or for which either Party may be reimbursed as a result of insurance coverage affecting any loss suffered by it. So long as the policy or policies involved can be so written and maintained in effect, neither Landlord nor Tenant shall be liable to the other for any such loss or damage, even if such loss or damage was caused by the other Party's negligence (and each of Landlord and Tenant waives any claims it may have against the other resulting from such loss or damage), provided, however, that the foregoing waivers of liability given by Landlord and Tenant to each other shall apply only to the extent of any recovery made by the Parties under any policy of insurance now or hereafter issued. In the event of inability on the part of either Party to obtain such provision in its policy or policies with the carrier with whom such insurance is then carried, or such carrier's requiring payment of additional premium for such provision, the Party so affected shall give the other Party written notice of such inability or the increase in premium as the case may be. The Party to whom such notice is given shall have fifteen (15) days from the receipt thereof within which: (1) in the case of such inability on the part of the other Party, to procure from the aforesaid other Party's insurance carrier in writing, at no increase in premium over that paid theretofore by the Party so affected, such waiver of subrogation; (2) in the case of increased premium, to pay the other Party so affected the amount of such increase; or (3) to waive, in writing, within the time limit set forth herein, such requirement to obtain the aforesaid waiver of subrogation. Should the Party to whom such notice is given fail to comply as aforesaid within the same fifteen (15) day period, each and every provision in this Section in favor of such defaulting Party shall be canceled and of no further force and effect.

SECTION 15.0 TAXES.

15.1 DEFINITION OF REAL ESTATE TAX EXPENSE. For the purpose of this Lease, "Real Estate Tax Expense" shall include (i) all real estate taxes and assessments both general and special imposed by federal, state or local governmental authority or any other taxing authority having jurisdiction over the Shopping Center, against the land, buildings, and all other improvements within the Shopping Center, (ii) any resource recovery taxes or fees, retrofit taxes or fees, or any other special tax which may be assessed and imposed on the Shopping Center by any federal, state, or local government, including, without limitation, any tax allocation district assessment or any other special assessment against the Shopping Center, (iii) all real estate taxes levied and/or assessed due to the Shopping Center being located within the jurisdiction of a community development district, tax allocation district, community improvement district, special tax district and/or municipal tax district (collectively, the "CDD Assessments") and which are included in the tax bill (or in the alternative, charged by the Community Improvement District and/or Community Development District to Landlord) and (iv) any other assessments which may be levied or imposed on the Shopping Center, with such expense in each case excluding the expense relating to any tenants or occupants which are separately assessed for such expense, and such expense in each case including any and all expenses incurred by Landlord in negotiating, appealing or contesting such taxes and assessments. Real Estate Tax Expense shall include the face amount of real estate taxes, but shall not include any additional charges or penalties incurred by Landlord due to late payment of real estate taxes. Beginning with the Commencement Date, the Tenant shall pay a proportionate share of the Real Estate Tax Expense, which proportionate share shall be computed by multiplying the total of such Real Estate Tax Expense by a fraction, the numerator of which is the Premises area specified in Section 2.2, and the denominator of which is the number of square feet of gross leasable area within that portion of the Shopping Center owned by the Landlord which is included in the tax statement (excluding the square footage of any tenants or occupants which are separately assessed). Any dispute as to the areas used in determining the Real Estate Tax Expense shall be resolved by certification of Landlord's architect.

15.2 CALCULATION OF TENANT'S PROPORTIONATE SHARE OF REAL ESTATE TAX EXPENSE. Landlord shall estimate Tenant's annual proportionate share of such Real Estate Tax Expense and one-twelfth (1/12) of the amount so estimated shall be paid by Tenant on the first day of each calendar month, in advance, during the Term. The monthly installment set forth in Section 2.9 represents Landlord's estimate of Tenant's proportionate share of said Real Estate Tax Expense as of the Term commencement. Within one hundred eighty (180) days after the end of each tax year, Landlord shall furnish Tenant a statement in reasonable detail of the actual Real Estate Tax Expense paid or payable during the prior year, and thereupon there shall be an adjustment between Landlord and Tenant with payment to or repayment by Landlord, as the case may require, to the end that Landlord shall receive the entire amount of Tenant's annual proportionate share for such period. However, Landlord's failure to provide such statement of Real Estate Tax Expense by the date provided herein shall in no way excuse Tenant from its obligation to pay its proportionate share of Real Estate Tax Expense, or constitute a waiver

of Landlord's right to bill and collect such proportionate share of Real Estate Tax Expense from Tenant in accordance with this Section. Any repayment that may be due by Landlord to Tenant may, at Landlord's option, take the form of a credit on Tenant's next succeeding payment or payments pursuant to this clause, or may be reimbursed separately by Landlord. If Tenant's proportionate share is greater than the amount paid by Tenant during the prior tax year, within thirty (30) days after receipt of Landlord's statement, Tenant shall pay the Landlord the difference between the amount paid by Tenant and the amount actually due.

15.3 RENTAL TAXES. Should any governmental taxing authority acting under any present or future law, ordinance or regulation, levy, assess or impose a tax, excise and/or assessment (other than an income or franchise tax) upon or against the rentals payable by Tenant to Landlord, either by way of substitution for, or in addition to, any existing tax on land and buildings or otherwise, or any other substitute tax, the proceeds of which are used to fund the same governmental functions as were funded by ad valorem taxes, Tenant shall be responsible for and shall pay such tax, excise and/or assessment, or shall reimburse Landlord for the amount thereof, as the case may be, as Additional Rent, seven (7) days before the date that any fine, penalty or interest (or Tenant's proportionate share thereof) would be added thereto for nonpayment. Substitute taxes as referred to above in this Section shall include, without limitation, any surtax on parking spaces.

15.4 PAYMENT OF TAXES. Tenant shall pay the following when due: all taxes assessed against Tenant's personal property; all license fees, occupational taxes, impact fees and other governmental charges assessed by reason of Tenant's use or occupancy of the Premises, including, without limitation, any rental or occupancy taxes and any other taxes arising out of the operation of Tenant's business or occupancy of the Premises. Tenant shall pay to Landlord, within three (3) days from receipt of notice from Landlord, any additional impact fees or taxes caused by Tenant's specific use.

SECTION 16.0 FIRE OR OTHER CASUALTY.

16.1 LANDLORD'S RESTORATION OBLIGATIONS. Should the Premises or any part thereof be damaged or destroyed by fire or other casualty covered by insurance policies applicable to the Premises, Landlord shall, except as otherwise provided herein, and to the extent it recovers all of the necessary proceeds for rebuilding from such insurance, repair and/or rebuild the Premises with reasonable diligence. Landlord's obligation to rebuild or repair is subject to and conditioned upon the written consent of Landlord's mortgagee(s) who have a prior right to such insurance proceeds and shall be limited to the condition originally provided by Landlord at the time of the Term commencement. Tenant acknowledges and agrees that Landlord shall not be obligated to repair, rebuild, or replace any property belonging to Tenant or any improvements to the Premises furnished by and/or for Tenant. If there should be a substantial, material interference with the operation of Tenant's business in the Premises as a result of such damage or destruction which requires Tenant to temporarily and/or partially close its business to the public, the Minimum Annual Rent shall abate to the extent of such reasonable closing of Tenant's business. Unless this Lease is terminated by Landlord as hereinafter provided, Tenant shall repair, redecorate and refixture the Premises, and restock the contents thereof in a manner and to at least a condition equal to that existing prior to such damage or destruction, and the proceeds of all insurance carried by Tenant on its property, decorations, improvements, fixtures and contents in the Premises shall be held in trust by Tenant for such purposes. Tenant agrees to commence such work within ten (10) days after the date of such damage or destruction, or the date Landlord completes any reconstruction required to be completed by it pursuant to the above referenced obligations, whichever date is later, and Tenant shall diligently pursue such work to its completion. Tenant further agrees that all such work required of it shall be done within a period of sixty (60) days after it is required to commence such work.

16.2 LANDLORD'S DAMAGE OR DESTRUCTION TERMINATION RIGHTS. Notwithstanding anything to the contrary contained in this Section or elsewhere in this Lease, Landlord, at its option, may terminate this Lease on thirty (30) days notice to Tenant if: (a) the Premises is damaged or destroyed as a result of a risk which is not fully covered by Landlord's insurance; (b) the Premises is damaged and the cost to repair the same exceeds twenty-five percent (25%) of the then replacement cost of the Premises; (c) the Premises is damaged during the last year of the Term; (d) the building of which the Premises is a part shall be damaged to the extent of twenty-five percent (25%) or more of the then replacement cost thereof (whether the Premises is damaged or not); (e) if any or all of the buildings or Common Areas of the Shopping Center are damaged (whether or not the Premises are damaged) to such extent that, in the sole judgment of Landlord, the Shopping Center cannot be operated as an integral unit or, (f) Landlord's mortgagee(s) do not permit insurance proceeds to be used for restoration purposes. Except to the extent specifically herein provided, none of the Rent payable by Tenant, nor any of Tenant's other obligations under any provisions of this Lease, shall be affected by any damage to, or destruction of, the Premises by any cause whatsoever. Landlord is not required to repair and/or rebuild any part of the Shopping Center prior to receiving all of the insurance proceeds necessary for said restoration.

SECTION 17.0 CONDEMNATION.

17.1 CONDEMNATION. Should the Shopping Center or the Premises or any part of either be taken by eminent domain or condemnation or by agreement between Landlord and those authorized to exercise said rights (all such procedures being herein collectively called "Condemnation") and the part remaining, if any, after such Condemnation is, in Landlord's reasonable opinion:

A. Not reasonably suitable for the permitted use specified in Section 2.6 for which the Premises were leased, this Lease shall terminate upon possession of the Premises by the Condemnation authority and Minimum Annual Rent and any other monies shall be accounted for between the Parties as of the date of said possession.

B. Reasonably suitable for the permitted use, then Landlord, at its own expense shall, upon receipt of the Condemnation award, restore the remaining portion of the Premises and the Minimum

Annual Rent and Percentage Base shall be proportionately adjusted if the area of the Premises is changed. Said restoration shall be: subject to the written consent of Landlord's mortgagee(s) who have a prior right to such award; limited to the condition originally provided by Landlord at the time of the Term commencement; and, limited in cost to the net proceeds of the Condemnation award received and retained by Landlord for the Premises.

C. Reasonably suited for said permitted use, but such event occurs during the last year of the Term, Landlord may, at Landlord's sole option, elect to follow the provisions of either A or B above.

17.2 CONDEMNATION COMPENSATION. All compensation paid for any of the said takings shall belong to and be the exclusive property of Landlord without participation by Tenant or any deduction therefrom for any present or future estate of Tenant. Tenant is not prohibited from claiming such award as may be allowed for loss of its business or personal property, provided that such claim does not diminish or adversely affect Landlord's award or that of any mortgagees or underlying ground lessors.

SECTION 18.0 LANDLORD'S FINANCING.

18.1 TENANT SUBORDINATION AND ESTOPPEL. Tenant accepts this Lease subject to any mortgages (which term shall include deeds to secure debt and security deeds) which might now or hereafter constitute a lien upon the Premises, and all advances thereunder, and all renewals, extensions, modifications, consolidations or replacements thereof, including future advances thereunder or supplements thereto. Although this subordination is automatic and requires no further documentation, Tenant agrees, upon Landlord's request, to subordinate this Lease, in written form, as shall be desired by Landlord and any mortgagee(s), to the lien of any mortgage, mortgages, replacements or extensions thereof, or any other method of financing or refinancing now or hereafter in force against the land and/or buildings, of which the Premises are a part, or against any building hereafter placed upon said land, and to all advances made, or hereafter to be made, upon the security thereof. Tenant further agrees, upon Landlord's request, to execute, acknowledge and deliver to Landlord a written statement in form requested by Landlord certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and stating the modification), the dates to which all Rents hereunder have been paid in advance, if any, and that there are then existing no setoffs or defenses against the enforcement of the agreements of this Lease on the part of Tenant to be performed (or, if any, specifying same) and addressing other matters as may be requested by Landlord, it being intended that any such statement delivered as aforesaid may be relied upon by any prospective purchaser, mortgagee(s) or financier of the Shopping Center, or any part thereof. If Tenant does not, within ten (10) days of Landlord's request as aforesaid, execute and deliver such instruments, then Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver the same in the name of the Tenant.

18.2 NOTICE OF LANDLORD DEFAULT. If the holder of any mortgage covering the Premises shall have given prior notice to Tenant that it is the holder of said mortgage and such notice includes the address to which notices to such mortgagee(s) are to be sent, then Tenant agrees to give to the said holder of such mortgage notice simultaneously with any notice given to Landlord to correct any default of Landlord and agrees that the said holder of such mortgage shall have the right, within sixty (60) days after receipt of said notice, to commence correction of such default and diligently prosecute completion thereof before Tenant may take any action under this Lease by reason of such default. Should Landlord or said mortgage holder request a copy of Tenant's current financial statement, Tenant agrees to furnish a certified copy of its financial statements for the two (2) most recently completed fiscal years to Landlord within fifteen (15) days of such request. Tenant further agrees that any such financial statements may be relied upon by Landlord, anyone purchasing the property that is the subject of this Lease, or anyone making any loan secured by such property. Landlord may, from time to time and without Tenant's prior consent, (i) obtain a copy of Tenant's most current credit report, and/or (ii) disclose such copy of Tenant's most current credit report to any mortgagee, lender or joint venture partner of Landlord or any potential Shopping Center purchaser.

18.3 ATTORNMENET. Landlord shall have the unrestricted right, at any time and in its sole discretion, to sell, assign, or otherwise transfer its interest in this Lease and the Shopping Center, or any portion thereof, and Tenant shall, in the event of such sale, assignment, or other transfer of Landlord's interest, or in the event of any proceedings brought for the foreclosure of any mortgage covering the Shopping Center, attorn to and recognize such purchaser or mortgagee as Landlord under this Lease. In any such events, Landlord named herein shall not thereafter be liable as a Party under this Lease.

SECTION 19.0 TENANT'S DEFAULT, WAIVER & ATTORNEYS' FEES.

19.1 LATE CHARGES. All billings referred to in this Lease shall be due to the billing Party upon receipt of such billing. It is understood that all monies due to Landlord under this Lease, including, without limitation, Minimum Annual Rent, Percentage Rent, Common Area Charges, and Real Estate Tax Expense, are deemed to be Rent. Should Tenant fail to pay any such Rent or other monetary obligations when due, then interest shall accrue from five (5) days after the due date at the rate of fifteen percent (15%) per annum, but not greater than the maximum rate permitted by law (the "Default Rate"), together with a late charge of One Hundred and Fifty and No/100 Dollars (\$150.00) for each month that any amount is late to cover Landlord's extra expense involved in collecting such delinquent sums. All rights and remedies of Landlord specified herein are cumulative and none shall exclude any other rights or remedies allowed by law or equity.

19.2 EVENTS OF DEFAULT. The following shall constitute Events of Default by Tenant:

A. Tenant fails or refuses to pay any Rent, or other monies payable as Rent, Proportionate Shares or otherwise, under this Lease, at the specified time and place and such default should continue for more than five (5) days; or,

B. Tenant fails or refuses to keep and perform any of the other Tenant agreements in this Lease and such default shall continue more than ten (10) days after notice thereof by Landlord to Tenant (provided, however, if the cause of such default involves matters reasonably requiring more than ten (10) days to correct or cure, Tenant will be deemed in compliance with the notice so long as Tenant has commenced appropriate corrective action within the ten (10) days and is diligently prosecuting completion thereof and completes same within sixty (60) days of Landlord's notice); or,

C. Tenant shall be late twice during any Lease Year in the payment of Rent or other sums or charges due Landlord under this Lease or shall default more than three (3) times in the keeping, observing or performing of any other covenants or agreements herein contained to be kept, observed or performed by Tenant (provided notice of such non-payment or other defaults shall have been given to Tenant, but irrespective of whether or not Tenant shall have timely cured any such payment or other defaults of notice was given); or

D. Tenant understates Gross Sales by one percent (1%) or more for any two (2) statements;

E. Tenant or any Guarantor of Tenant's obligations shall file a petition or be judged bankrupt or insolvent under any applicable federal or state bankruptcy or insolvency law or admit that it cannot meet its financial obligations as they become due; or a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant or any guarantor of Tenant's obligations; or Tenant shall make a transfer to defraud creditors or shall make an assignment for the benefit of creditors.

19.3 DEFAULT REMEDIES. Upon the occurrence of any Event of Default, Landlord may at its option pursue any one or more of the following remedies, and any and all other rights or remedies accruing to Landlord by law or otherwise, without any notice or demand to the extent permitted by applicable law:

A. Commence eviction proceedings with or without the termination of this Lease. Tenant shall remain liable for the payment of all Rent accruing after any writ of possession as to the Premises is issued to Landlord.

B. Terminate Tenant's right to possession without terminating this Lease. Upon any such termination of Tenant's right to possession only without termination of the Lease, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as provided below, without such entry and possession terminating the Lease or releasing Tenant, in whole or in part, from any obligation, including Tenant's obligation to pay Rent including any amounts treated as Additional Rent, hereunder for the full Term. In any such case, Tenant shall pay forthwith to Landlord, if and when Landlord so elects, a sum equal to the discounted then present value of the Rent, including any amounts treated as Additional Rent hereunder (calculated for this purpose only in an amount equal to the Additional Rent payable during the calendar year most recently ended prior to the occurrence of such Event of Default), and other sums provided herein to be paid by Tenant for the remainder of the stated Term hereof, discounted at a rate of eight percent (8%) per annum. The payment of the foregoing amounts shall not constitute payment of Rent in advance for the remainder of the Term. Instead, such sum shall be paid as agreed liquidated damages and not as a penalty; the Parties agree that it is difficult or impossible to calculate the damages which Landlord will suffer as a result of Tenant's default, and this provision is intended to provide a reasonable estimate of such damages. Tenant waives any right to assert that Landlord's actual damages are less than the amount calculated hereunder; Landlord waives any right to assert that its damages are greater than the amount calculated hereunder. Upon making such payment and after Landlord has received in full the balance of the Rent and other sums it would have received over the remainder of the Term (i.e., the difference between face amount of Rent and Additional Rent due hereunder for the entire Term and the discounted amount paid to Landlord by Tenant), together with the reimbursement or payment of any sums expended by Landlord on account of the cost of repairs, alterations, additions, redecorating, and Landlord's expenses of reletting and collection of the rental accruing therefrom (including, without limitation, any attorney's fees, paralegal fees, broker's commissions, investigative fees and costs incurred, through all appeals, bankruptcy proceedings, tribunals and collection efforts), Tenant shall receive from Landlord the overage of any Minimum Rent received by Landlord from other tenants on account of the Premises during the Term hereof, provided that the amounts to which Tenant shall become so entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to this subsection.

C. Commence proceedings against Tenant for all amounts owed by Tenant to Landlord, whether as Minimum Rent, Additional Rent, damages or otherwise.

D. Terminate the Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Tenant agrees to pay on demand the amount of all loss and damage which Landlord may suffer by reason of the termination of the Term under this Section 19.2 or otherwise.

E. Upon any termination of Tenant's right to possession only, without termination of the Lease, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as provided below, without such entry

and possession terminating the Lease or releasing Tenant, in whole or in part, from any obligation, including Tenant's obligation to pay Rent, including any amounts treated as Additional Rent, hereunder for the full Term. In any such case, Landlord may relet the Premises on behalf of Tenant for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such terms and conditions (which may include concessions of free rent and alteration, repair and improvement of the Premises) as Landlord, in its sole discretion, may determine and receive directly the Rent by reason of the reletting. Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of any reletting of the Premises. Tenant further agrees to reimburse Landlord upon demand for any expenditures made by Landlord for remodeling or repairing in order to relet the Premises and for all other expenses incurred in connection with such reletting (including, without limitation, any attorney's fees, paralegal fees, broker's commissions, investigative fees and costs incurred, through all appeals, bankruptcy proceedings, tribunals and collection efforts). Landlord shall have no obligation to relet the Premises or any part thereof and shall in no event be liable for failure to relet the Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon such reletting. No such refusal or failure shall operate to relieve Tenant of any liability under this Lease. Tenant shall instead remain liable for all Rent and for all such expenses.

F. Enter upon and take possession of the Premises, without being liable for prosecution of any claim for damages or for trespass or other tort.

G. Do or cause to be done whatever Tenant is obligated to do under the terms of this Lease, in which case Tenant agrees to reimburse Landlord as Additional Rent on demand for any and all costs or expenses which Landlord may thereby incur. Tenant agrees that Landlord shall not be liable for any damages resulting to Tenant from effecting compliance with Tenant's obligations under this Section 19.2, whether caused by the negligence of Landlord or otherwise.

H. Enforce the performance of Tenant's obligations hereunder by injunction or other equitable relief (which remedy may be exercised upon any breach or default or any threatened breach or default of Tenant's obligations hereunder).

I. Pursue any other rights and remedies available under applicable law.

19.4 NO WAIVER. No waiver of any agreement of this Lease, or of the breach thereof, shall be taken to constitute a waiver of any subsequent breach of such agreement, nor to justify or authorize the non-observance of any other occasion of the same or any other agreement hereof; nor shall the acceptance of Rent by Landlord at any time when Tenant is in default be construed as a waiver of such default or of Landlord's right to terminate this Lease on account of such default; nor shall any waiver or indulgence granted by Landlord to Tenant be taken as an estoppel against Landlord, it being expressly understood that if at any time Tenant shall be in default hereunder, an acceptance by Landlord of Rent during the continuance of such default or the failure on the part of Landlord promptly to avail itself of such other rights or remedies as Landlord may have, shall not be construed as a waiver of such default, but Landlord may at any time thereafter, if such default continues, terminate this Lease on account of such default in the manner herein provided.

19.5 PAYMENT OF LEGAL FEES. Should Tenant cause Landlord to incur legal fees to enforce any of the provisions of this Lease or reply to letters or other communications from Tenant's attorney, or to preserve and/or enforce its rights as Landlord in any bankruptcy or re-organization proceedings of the Tenant, Tenant shall reimburse Landlord for such legal fees within three (3) days of receipt of demand from Landlord requesting such reimbursement. Landlord may collect such legal fees from Tenant's Security Deposit. In the event court action relating to this Lease is brought by either Party against the other, the prevailing Party shall be entitled to recover from the non-prevailing Party reasonable attorneys' fees actually incurred, paralegal fees, investigative fees and costs incurred, through all appeals, bankruptcy proceedings, tribunals and collection efforts, the amount thereof to be fixed by the court.

19.6 JURISDICTION. Landlord and Tenant agree that Bibb County, Georgia shall be the venue of any action arising in any way out of this Lease. The Laws of the State of Georgia shall govern the validity, performance and enforcement of this Lease. In the event a dispute arises concerning this Lease, jurisdiction and venue of said dispute shall be proper only in the courts of the State of Georgia located in Bibb County, Georgia, and Tenant consents to the exercise of personal jurisdiction by such courts and hereby waives all defenses related to personal jurisdiction, venue, or forum non conveniens in any action involving this Lease or the Guaranty, brought and filed in the courts of Georgia.

19.7 RIGHTS AND REMEDIES OF LANDLORD. The rights and remedies given to Landlord in this Lease are distinct, separate and cumulative remedies, and the exercise of any one or more of them shall not be deemed to exclude Landlord's rights to exercise any or all of the others which are given in this Lease, or at law or in equity, unless such remedies are expressly excluded.

SECTION 20.0 BANKRUPTCY OR INSOLVENCY.

20.1 DEFINITION. This is a lease of real property in a Shopping Center within the meaning of Subsection 365 (b) (3) of the Bankruptcy Code, 11 U.S.C., Section 101 et. seq ("Bankruptcy Code").

20.2 LANDLORD TERMINATION OPTION. Tenant covenants and agrees that if, at any time, Tenant becomes a debtor under the Bankruptcy Code or is adjudged bankrupt or insolvent under the laws of any state, or makes a general assignment for the benefit of creditors, or if a receiver of Tenant's property in the Premises is appointed and

shall not be discharged within thirty (30) days of such appointment, then Landlord may, at its option, declare this Lease terminated and shall forthwith be entitled to immediate possession of the Premises except that if any such proceedings are pursuant to the Bankruptcy Code, then Landlord shall be entitled to all rights and remedies accorded landlords, including without limitation those set forth in said Bankruptcy Code.

20.3 ASSIGNMENT OF LEASE. If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, to the extent provided in this Lease, any and all monies or other considerations payable or otherwise to be delivered in connection with such assignment, (i) shall be paid or delivered to Landlord, (ii) shall be and remain the exclusive property of Landlord, and (iii) shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid or delivered to Landlord. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Landlord an instrument confirming such assignment. Upon the happening of Tenant's bankruptcy, insolvency, or any of the contingencies herein enumerated, and whether or not Landlord elects to terminate this Lease, Landlord may apply any Security Deposit under this Lease to any arrears in Rent and a judicial stay shall not have the effect of terminating this option.

SECTION 21.0 TRANSFERS.

21.1 TRANSFERS. Any reference in this Lease to subtenants, licensees, heirs, executors, administrators, successors and assigns notwithstanding, Tenant agrees not to assign this Lease or to sublet the whole or any part of the Premises, or to otherwise transfer its interest in the lease and/or the Premises or any portion thereof, or to permit any other person to occupy the Premises or any part thereof (each such instance being referred to herein as a "Transfer"), without the prior written consent of Landlord. In the event Tenant desires to Transfer this Lease or the Premises, Landlord shall have the right to (a) approve in writing the Transfer, in which case the transferee shall agree, in a form satisfactory to Landlord, to comply with and be bound by all the terms, covenants, conditions, provisions and agreements of this Lease to the extent of the space transferred, and Tenant shall deliver to Landlord promptly after execution, an executed copy of such Transfer and such agreement of compliance, (b) elect not to approve the Transfer, in which event Tenant shall continue to be the tenant under this Lease, or (c) recapture the Premises by written notice of recapture to Tenant, which recapture notice shall cancel and terminate this Lease as of the date stated in such notice. In the event Landlord fails to execute any written consent or approval to Tenant's request to Transfer the Lease or the Premises, such failure to respond to such request shall be deemed to be Landlord's denial of Tenant's request to Transfer the Lease or sublet the Premises, and Tenant shall continue to be the tenant under this Lease. Any Transfer, even with Landlord's written consent and the transferee's execution of the agreement of compliance referred to above, shall not relieve Tenant from liability for payment of Rent or other sums or from the obligation to keep and be bound by the obligations of this Lease (regardless of whether or not such Transfer agreement so provides). Every transferee shall be deemed to have assumed all of the transferor's obligations under the Lease, irrespective of whether such transferee executes the agreement of compliance referred to above. In the event any Transfer, even with the consent of Landlord, results in rental income or other lease charges in an amount greater than that provided for in this Lease, then such excess shall belong to the Landlord and shall be payable to Landlord as Additional Rent herein reserved. The acceptance of Rent from any other person shall not be deemed to be a waiver of any of the agreements of this Lease or to be consent to the Transfer for the benefit of creditors or by operation of law and shall not be effective to transfer any rights to any transferee without prior written consent of Landlord.

In the event Tenant wishes to Transfer this Lease or if Tenant wishes to change any terms of this Lease and Landlord consents to such Transfer and/or term changes, Landlord may charge a reasonable fee, not to exceed One Thousand Dollars and No/100 (\$1,000.00), to help offset any costs Landlord may have in preparing such Transfer or lease amendment, or in examining the information, financial statements, operating history, references, etc., necessary to effectuate same.

21.2 CHANGE OF CONTROL OF NON-PUBLIC CORPORATION. If Tenant is a non-publicly traded corporation and at any time during the Term hereof any part or all of the corporate shares of Tenant shall be transferred by sale, assignment, inheritance, operation of law or other disposition, so as to result in a change in the present effective voting control of Tenant by the person(s) owning a majority of said corporate shares on the Effective Date, Tenant shall promptly notify Landlord of such change, and such transfer shall be subject to Landlord's consent as set out in Section 21.1.

21.3 CHANGE OF CONTROL OF PARTNERSHIP. If Tenant is a partnership and if at any time during the Term hereof the person or persons who, at the time of the execution of this Lease, own or owns the controlling interest or the general partner's interest, as the case may be, ceases to own the controlling interest or the general partner's interest, upon such cessation of ownership, Tenant shall promptly notify Landlord in writing of such change, and such cessation shall be subject to Landlord's consent as set out in Section 21.1.

21.4 CHANGE OF CONTROL OF LIMITED LIABILITY COMPANY. If Tenant is a limited liability company and at any time during the Term hereof (a) the person or persons who, at the time of execution of this Lease, own or owns (i) a majority of the membership interests, or (ii) if Tenant is member-managed, effective voting control of the interests held by the member-managers, ceases to own a majority of the membership interests or effective voting control of the interests held by the member-managers, or (b) if Tenant is manager-managed, there is a change in the effective voting control of Tenant by the present managers, upon such cessation of ownership or change in effective voting control, Tenant shall promptly notify Landlord in writing of such change, and such cessation or change shall be subject to Landlord's consent as set out in Section 21.1.

SECTION 22.0 TITLE, QUIET ENJOYMENT & ACCESS TO PREMISES.

22.1 QUIET ENJOYMENT. If Tenant shall perform all of Tenant's agreements herein specified, Tenant shall, subject to the terms and conditions of this Lease, have the peaceable and quiet enjoyment and possession of the Premises without any manner of hindrance from Landlord or any persons lawfully claiming through Landlord.

22.2 INSPECTION AND SHOWING OF PREMISES. Tenant agrees that Landlord and its agents may inspect the Premises at any reasonable time and that Landlord may make such repairs or improvements to the Premises or any part of the Shopping Center that Landlord may deem desirable or necessary which Tenant has not agreed herein to do or has failed to do. In the event of an emergency, Landlord shall have the right to enter the Premises without Tenant's permission if Tenant is not immediately available. Tenant further agrees that during ninety (90) days preceding the Term termination, Landlord or its agents shall have the right to show the Premises to potential tenants, and to place various notices on the Premises offering the Premises to such tenants.

SECTION 23.0 NO OPTION OR BROKER.

23.1 NO OPTION FOR PREMISES. Submission of this Lease for examination does not constitute a reservation of or option for the Premises and this Lease becomes effective as a lease only upon execution and delivery thereof by Landlord to Tenant.

23.2 BROKERS. Each Party warrants that the sole brokers instrumental in consummating this Lease were The Sembler Company, representing the Landlord, and SRS Real Estate Partners, LLC, representing the Tenant, and that no conversations or prior negotiations were had with any other broker concerning the leasing of the Premises. Each Party agrees to hold the other Party harmless against any claims for brokerage commissions arising out of any conversations or negotiations had by it with any other broker. The indemnification, terms and provisions of this Section shall survive the expiration or earlier termination of this Lease.

SECTION 24.0 SURRENDER OF PREMISES & HOLDING OVER.

24.1 SURRENDER OF PREMISES. Tenant agrees to deliver up and surrender to Landlord possession of the Premises upon termination of this Lease, in as good condition and repair as the same shall be at the Term commencement or may have been put by Landlord during the continuance thereof, ordinary wear and tear excepted. Nothing herein shall be construed as relieving Tenant of any of its maintenance, repair or replacement obligations under this Lease.

24.2 HOLDOVER. In the event Tenant remains in possession of all or any part of the Premises after the expiration of the Term or fails to completely remove its personal property, then Tenant shall be deemed to be occupying the Premises as a tenant at sufferance, at a monthly rental equal to twice the sum of (i) the monthly installment of Minimum Annual Rent payable during the last month of the Term, and (ii) one-twelfth (1/12) of all items of Additional Rent or other charges payable or paid during the last Lease Year. Such continued occupancy shall not defeat Landlord's rights to regain possession of the Premises.

SECTION 25.0 NOTICE & REASONABLE CONSENT.

25.1 NOTICE. Any bill, statement, notice, communication or payment which Landlord or Tenant may desire or be required to give to the other Party shall be in writing and shall be sent to the other Party by either: (a) personal delivery; or (b) nationally recognized overnight delivery service to the address specified in Section 1.0, or to such other address as either Party shall have designated to the other by like notice, and such notice shall be deemed delivered and received: (i) if by personal delivery, on the date delivered, and (ii) if by nationally recognized overnight delivery service, one (1) day after the deposit thereof with all delivery charges prepaid. Nothing contained herein shall limit either Party from serving or posting notices in a manner authorized by Georgia law.

25.2 CONSENT. Whenever this Lease specifies that either Party has the right of consent, said consent shall be effective only if in writing and signed by the consenting Party.

SECTION 26.0 PARTIES: RELATIONSHIP & DEFINITION.

26.1 RELATIONSHIP OF PARTIES. Nothing in this Lease shall be deemed or construed so as to create the relationship of principal and agent, partnership, joint venture or of any association between the Parties, it being agreed that neither the computation of Rent nor any other lease provision nor any act of the Parties shall be deemed to create any relationship between the Parties other than that of landlord and tenant.

26.2 DEFINITION OF PARTIES. The words "Landlord" and "Tenant" shall mean each Party named as the Landlord or Tenant in Section 1.0. If "Tenant" shall be comprised of more than one entity and/or individual, then (i) any notice required or permitted by this Lease may be given by or to any one of such entities or individuals; (ii) the liability of all such entities or individuals shall be joint and several; and (iii) each of such entities and individuals (the "Appointing Party") hereby irrevocably grants to each and every of such other entities and individuals (the "Attorneys in Fact") a power of attorney to execute on behalf of the Appointing Party any and all amendments and modifications of this Lease and all other documents and instruments contemplated hereby on such terms as any of the Appointed Parties may deem satisfactory, in its sole discretion, such grant of a power of attorney being coupled with an interest and being irrevocable in all events. Any document or instrument executed by any one of the Attorneys in Fact shall be fully binding on the granting Party as if it were executed by the granting Party and Landlord may accept any such executed document or instrument without any obligation to investigate the circumstances surrounding its execution. The use of the neuter singular pronoun to refer to either Party shall be deemed a proper reference even though such Party may be an individual, partnership, corporation, trust, or a group of two or more of

any of the same. The necessary grammatical changes required to make the provisions of this Lease apply in the plural tense where there is more than one, as aforesaid, and to either corporations, partnerships, individuals, trustees, males or females, shall, in all instances, be assumed as though in each case fully expressed.

SECTION 27.0 LEGAL CONSTRUCTION & FORCE MAJEURE.

27.1 LEGAL CONSTRUCTION. This Lease shall be construed in accordance with the applicable laws of the State of Georgia. This Lease shall not result in the creation of an estate for years in Tenant. Accordingly, Tenant shall have only an usufruct not subject to levy or sale. No estate shall pass out of Landlord to Tenant hereunder. In interpreting this Lease, there shall be no inference, by operation of law or otherwise, that any provision of this Lease shall be construed against either Party. This Lease shall be construed without regard to the identity of the person who drafted the various provisions hereof. Moreover, each and every provision of this Lease shall be construed as though all Parties participated equally in the drafting thereof. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting Party shall not be applicable. The intent or meaning of any phrase or word capitalized and/or defined in this Lease is consistent with its intent or meaning when initially capitalized or defined. In the event any provision of this Lease conflicts with any applicable law, such conflict shall not affect other provisions of this Lease which can be given effect without such conflicting provision. The section and paragraph numbers and captions are inserted only as a matter of convenience and in no way define or limit the scope or intent of such sections, paragraphs or this Lease. In the event any provision of this Lease is held to be unenforceable by a court of competent jurisdiction, the balance shall remain in full force and effect, and such unenforceable provision shall be construed or reformed by such court in order to give the maximum permissible effect to the intention of the Parties as expressed herein.

27.2 FORCE MAJEURE. If either Party shall be delayed or prevented from the performance of any act required by this Lease by reason of strikes, utility failures, utility company delays, restrictive laws, riots, acts of terrorism, acts of God, governmental delays, inclement weather, or other similar reasons not the fault of the non-performing Party, then the performance time for such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Tenant from prompt payment of Rent or other charges hereunder.

SECTION 28.0 ENTIRE AGREEMENT & PROVISIONS BINDING & TIME OF ESSENCE.

28.1 ENTIRE AGREEMENT. This Lease and any incorporated attachments contain all the agreements between the Parties and cannot be modified in any manner other than by agreement signed by the Parties.

28.2 COUNTERPARTS/ELECTRONIC TRANSMISSION. This Amendment may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument. Signatures transmitted by facsimile or e-mail, through scanned and electronically transmitted, .pdf or .jpg files, shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable against the parties hereto as if such facsimiled or scanned document were an original executed counterpart.

28.3 BINDING EFFECT. The agreements herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties. Each agreement, term and provision of this Lease shall be construed to be a promise, covenant and condition.

28.4 TIME OF THE ESSENCE. Time is of the essence of this Lease and of each and every covenant, term, condition and provision hereof.

28.5 AUTHORITY OF TENANT. If Tenant is a corporation, partnership or other entity, the person(s) signing this Lease on behalf of such entity hereby warrants that he has full authority from such entity to sign this Lease and obligate the entity hereunder, and where the Tenant is comprised of two or more persons or entities, the said person(s) and the entity shall be jointly and severally liable for all Rent and any and all other amounts that may be due and owing to Landlord under the terms of this Lease, including attorneys' fees and costs.

SECTION 29.0 ALTERATIONS AND IMPROVEMENTS.

29.1 ALTERATIONS. Except for minor, non-structural alterations to the interior of the Premises totaling less than \$5,000.00 in the aggregate, Tenant shall not make any alterations, additions or decorations to the Premises without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. In connection with the Tenant's initial work at the Premises required for opening, the Tenant agrees to submit its plans and specifications in permitable form to the Landlord for approval within thirty (30) days from the date of receipt of Landlord's plans, and further agrees to apply for and diligently and expeditiously pursue all of its required permits and other governmental approvals within ten (10) days of receipt of the Landlord's approval of its plans. For all subsequent Tenant alterations, at least thirty (30) days prior to commencement of Tenant's Work by Tenant, Tenant shall submit detailed plans of all work to be done by Tenant in the Premises to Landlord for approval. All of the Tenant's plans shall be in compliance with all applicable governmental and quasi-governmental rules and regulations including, without limitation, the Americans with Disabilities Act of 1990, as now or hereafter amended, and the rules and regulations from time to time promulgated thereunder. Landlord shall have ten (10) business days from the receipt of the plans to approve or make specific objections. In obtaining Landlord's approval pursuant to this Section 29.1, at the time the Landlord's approval is sought the Tenant shall present to Landlord (i) plans and specifications for such work, and (ii) evidence of insurance in such a form and amount as the Landlord may reasonably require. Prior to commencement of any work, Tenant shall present evidence satisfactory to the Landlord that the Tenant has obtained, at its expense, all necessary permits and other governmental approvals for the work. Tenant's work and installations shall not impede or interfere with any work in other parts of the Premises or the whole Shopping Center and any alterations, additions and decorations or other

work performed by Tenant shall be conducted in accordance with laws and shall not cause closing, interruption or impairment of Tenant's normal conduct of business. Tenant shall comply with all reasonable requirements of the Landlord in completing all of its work. The Tenant shall promptly repair, at its expense and to the satisfaction of the Landlord, any damage to the Premises, Shopping Center or any mechanical systems and facilities thereof resulting from any work undertaken by the Tenant.

29.2 DELETED.

SECTION 30.0 NON-COMPETE.

Tenant covenants and agrees that during the Term of this Lease neither Tenant nor Tenant's management, nor any person or entity controlled by Tenant or controlling Tenant, or controlled by the same person or entity or persons or entities who control Tenant, will directly or indirectly own, operate, be employed in, direct or serve any other place of business, the same, or similar to, or competitive with, Tenant's business as set forth herein, within a radius of two (2) miles from the outside boundaries of the Shopping Center, which distance shall be measured in a straight line without reference to road mileage. In the event that this covenant is violated, then, in addition to any other remedy Landlord may have, the Minimum Annual Rent provided for in this Lease shall be increased by either: (a) fifty percent (50%) without any corresponding increase in the Percentage Base, if any, in order to compensate Landlord for possible loss of revenue through reduction of Percentage Rent, or (b) adding all sales at each and every location that violates this Section to the Gross Sales of the Premises in Section 2.5 without any corresponding increase in the Percentage Base. This choice of remedy shall be at the sole discretion of Landlord and may be changed at the beginning of each Lease Year.

SECTION 31.0 WAIVER OF JURY TRIAL.

Tenant waives the right to trial by jury in any action, proceeding or non-compulsory counterclaim involving any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or involving the right to any statutory relief or remedy to the fullest extent permitted by applicable law. Further, Tenant hereby waives the right to interpose any non-compulsory counterclaim in any summary proceeding or action instituted by Landlord against Tenant or in any action instituted by Landlord for unpaid Rent under this Lease to the fullest extent permitted by applicable law.

SECTION 32.0 HAZARDOUS SUBSTANCES.

32.1 HAZARDOUS SUBSTANCES DEFINED. The term "Hazardous Substances", as used in this Lease, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCB's), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any government authority.

32.2 TENANT OBLIGATIONS.

A. Tenant's Restriction: Tenant shall not cause or permit to occur:

(i) Any violation of any federal, state or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under or about the Premises or the Shopping Center, or arising from Tenant's use or occupancy of the Premises, including but not limited to, soil and ground water conditions; or

(ii) The use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance without Landlord's prior written consent, which consent may be withdrawn, conditioned or modified by Landlord in its sole and absolute discretion in order to insure compliance with all applicable Laws, as such Laws may be enacted or amended from time to time. No such action by Landlord and no attempt by Landlord to mitigate damages under any Law shall constitute a waiver of any of Tenant's obligations or Landlord's rights under this Section 32.2.

B. Environmental Clean-up:

(i) Tenant shall, at Tenant's own expense, comply with all laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances.

(ii) Tenant shall, at Tenant's own expense, make all submissions to provide all information required by and comply with all requirements of all governmental authorities.

(iii) Should any governmental authority or any third party demand a cleanup plan be prepared or undertaken anywhere in the Shopping Center because of any deposit, spill, discharge or other release of Hazardous Substances that occurs during the Term, at or from the Premises or which arises at any time from Tenant's use or occupancy of the Premises, or as a result of Tenant's actions, or the actions of its employees, customers, invitees, contractors, agents, successors and/or assigns anywhere at the Shopping Center, Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances and Tenant shall carry out all such cleanup plans.

(iv) Tenant shall promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances requested by Landlord. If Tenant fails to fulfill any duty imposed under this Section 32.2 within thirty (30) days following Landlord's request, Landlord may proceed with such efforts and in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the Laws to the Premises and Tenant's use thereof and for compliance therewith and Tenant shall execute all documents promptly upon Landlord's request and any expenses incurred by Landlord shall be payable by Tenant as Additional Rent. No such action by Landlord and no attempt by Landlord to mitigate damages under any Law shall constitute a waiver of any of Tenant's obligations or Landlord's rights under this Section 32.2.

C. Tenant's Indemnity:

(i) Tenant shall indemnify, defend and hold harmless Landlord, its respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims and actions of every kind and all costs associated therewith, including attorneys' and consultants' fees, arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances that occurs during the Term, at or from the Premises or which arises at any time from Tenant's use or occupancy of the Premises or from Tenant's failure to provide all information, make all submissions and take all steps required by all authorities under the Laws and all other environmental laws, or as a result of Tenant's actions, or the actions of its employees, customers, invitees, contractors, agents, successors and/or assigns anywhere at the Shopping Center.

(ii) Tenant's obligations and liabilities under this Section 32.2 shall survive the expiration or other termination of this Lease.

SECTION 33.0 CONSENT NOT UNREASONABLY WITHHELD.

Except as otherwise specifically provided, whenever consent or approval of Landlord or Tenant is required under the terms of this Lease, such consent or approval shall not be unreasonably withheld or delayed. Tenant's sole remedy if Landlord unreasonably withholds or delays consent or approval shall be an action for specific performance, and Landlord shall not be liable for damages. If either Party withholds any consent or approval, such Party shall on written request deliver to the other Party a written statement giving the reasons therefor.

SECTION 34.0 CONFIDENTIALITY.

34.1 CONFIDENTIALITY OF FINANCIAL TERMS. Tenant acknowledges and agrees that the financial terms of this Lease, and any renewals, extensions and amendments thereto, are confidential information of Landlord and shall remain confidential and proprietary to Landlord, and Tenant agrees to hold and keep such information confidential. Confidential Information refers to, without limitation, this Lease and all amendments, modifications, renewals and extensions thereof, all payments under this Lease, all financial, technical and any and all other information concerning Landlord's operations including (without limitation) all analysis, correspondence, market studies or other material prepared by Landlord or its representatives (the "Confidential Information"). Confidential Information shall not include information which, becomes generally available to the public, except as a result of the disclosure of such information by Tenant or its respective representatives in violation of this paragraph. Tenant may disclose the terms of this Lease to potential sources of debt or equity financing, with Landlord's prior written consent, which such consent shall not be unreasonably withheld. Tenant shall, however, explain its confidentiality obligations under this Lease and use best commercially reasonable efforts to have the sources of debt and/or equity financing consent and acknowledge to the Landlord that they are bound by the terms herein and subject to the damage provisions set forth.

34.2 REQUEST FOR CONFIDENTIAL INFORMATION. In the event that Tenant or anyone to whom Tenant may supply any portion of the Confidential Information receives a request, pursuant to the terms of a subpoena, order, civil investigative demand or similar process issued by a court of competent jurisdiction or by governmental body to disclose anything under this Lease required to be held confidential, Tenant agrees to immediately notify Landlord of such request, consult with Landlord on the advisability of taking legally available steps to resist or narrow such request, and if disclosure of such information is compelled, Tenant shall use reasonable efforts to obtain an order that confidential treatment will be accorded the Confidential Information required to be disclosed. Tenant hereby indemnifies Landlord with respect to, and shall indemnify and hold Landlord harmless against and from, any damage, cost, or liability incurred by Landlord by reason of the breach of confidentiality.

SECTION 35.0 PATRIOT ACT

35.1 CERTIFICATION. Each Party hereby certifies that: (i) It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, Specially Designated National and Blocked Person, or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) It is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

35.2 INDEMNIFICATION. Each Party hereby agrees to defend, indemnify and hold harmless the other Party from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

35.3 TENANT REPRESENTATION. Tenant hereby represents and warrants to Landlord that Tenant is not, and the entities or individuals constituting Tenant or which may own or control Tenant or which may be owned or controlled by Tenant are not, among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists.

SECTION 36.0 NO PERSONAL LIABILITY OF LANDLORD.

THERE SHALL BE NO PERSONAL LIABILITY OF LANDLORD (OR ITS MEMBERS, MANAGERS, PARTNERS, OFFICERS OR DIRECTORS) IN RESPECT TO ANY OF THE AGREEMENTS OF THIS LEASE. TENANT SHALL LOOK SOLELY TO THE EQUITY INTEREST OF LANDLORD IN THE SHOPPING CENTER AND/OR ANY NET PROFITS DERIVED BY LANDLORD FROM THE SALE OR TRANSFER OF SUCH PROPERTY FOR THE SATISFACTION OF THE REMEDIES OF TENANT IN THE EVENT OF A BREACH BY LANDLORD, AND IN NO EVENT SUE FOR CONSEQUENTIAL, SPECIAL, PUNITIVE OR TREBLE DAMAGES.

SECTION 37.0 OPTION TO RENEW.

37.1 Provided Tenant is not in default of any provisions of this Lease, and Tenant has not been in default of this Lease more than three (3) times during the Initial Term or the then current option period, as applicable, Landlord grants to Tenant the right to extend this Lease for two (2) periods of five (5) years each under the same terms and conditions as the Initial Term, except that Minimum Annual Rent shall be as stated in Section 2.4 hereof.

37.2 If Tenant elects to exercise these options, Tenant shall notify Landlord in writing at least eighteen (18) months prior to the end of the Initial Term or the then current option period, as applicable. If this Lease is terminated during the Initial Term or any extensions thereof for any reason whatsoever, Tenant shall have no rights to extend this Lease pursuant to this Section. Tenant's failure to provide the written notice as required herein shall render such option null and void.

SECTION 38.0 TENANT INCENTIVE PAYMENT.

Landlord agrees to provide Tenant with the Tenant Incentive Payment on the terms and conditions set out in the last two (2) paragraphs of Exhibit B to this Lease.

SECTION 39.0 LANDLORD ACQUISITION AND DEVELOPMENT CONTINGENCY

NOTWITHSTANDING THE FOREGOING, ALL OF LANDLORD'S OBLIGATIONS UNDER THIS LEASE ARE CONTINGENT UPON LANDLORD (I) ACQUIRING FEE SIMPLE TITLE TO THE REAL PROPERTY UPON WHICH THE PREMISES AND/OR SHOPPING CENTER SHALL BE LOCATED, AND/OR (II) ACQUIRING ALL PERMITS NECESSARY FOR THE DEVELOPMENT OF THE SHOPPING CENTER AS THE SAME IS SUBSTANTIALLY DEPICTED ON EXHIBIT A ATTACHED HERETO, AND (III) DETERMINING (IN LANDLORD'S SOLE DISCRETION) THAT EITHER BUILDING AND/OR LEASING THE SHOPPING CENTER AND/OR THE PREMISES IS FEASIBLE. IN THE EVENT LANDLORD DOES NOT ACQUIRE SUCH INTEREST AND/OR PERMITS, OR IF FOR ANY OTHER REASON LANDLORD DETERMINES (IN LANDLORD'S SOLE DISCRETION) THAT EITHER BUILDING OR LEASING THE SHOPPING CENTER AND/OR THE PREMISES IS NOT FEASIBLE, LANDLORD SHALL NOTIFY TENANT OF LANDLORD'S INTENTION TO TERMINATE THE LEASE ON TEN (10) DAYS' NOTICE AND, UPON SUCH TERMINATION, THIS LEASE SHALL BE NULL AND VOID, AND OF NO FURTHER FORCE OR EFFECT.

SECTION 40.0 PHASE II DEVELOPMENT

Notwithstanding the foregoing, Tenant acknowledges that the area depicted on Exhibit "A" as "Phase II" may not be part of the initial development of the Shopping Center and therefore, is not currently included within the definition of the Shopping Center. Landlord currently has a right to purchase Phase II. In the event Landlord, or any affiliate of Landlord, exercises its right to purchase Phase II, then upon such acquisition, Phase II may, at Landlord's option, be incorporated as part of the definition of the "Shopping Center" for purposes of this Lease and Tenant acknowledges that Landlord may construct any building and other improvements within Phase II. Landlord and Tenant agree to execute an amendment to Lease that will memorialize the incorporation of Phase II into the definition of the Shopping Center, if applicable.

EXHIBITS.

The following Exhibits are attached hereto and hereby form a part of this Lease:

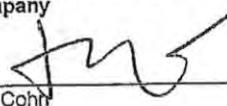
- Exhibit A – Site Plan of the Shopping Center showing the Premises
- Exhibit B – Construction
- Exhibit C – Sign Criteria
- Exhibit D – Exclusives and Restricted Uses
- Exhibit E – Unconditional Affidavit and Waiver of Lien
- Exhibit F – Guaranty of Lease

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IN WITNESS WHEREOF, Landlord and Tenant have executed this document as of the date hereinabove written, each acknowledging receipt of an executed copy hereof.

LANDLORD:

BERKLEY DEVELOPMENT, LLC, a Georgia limited liability company

By: 

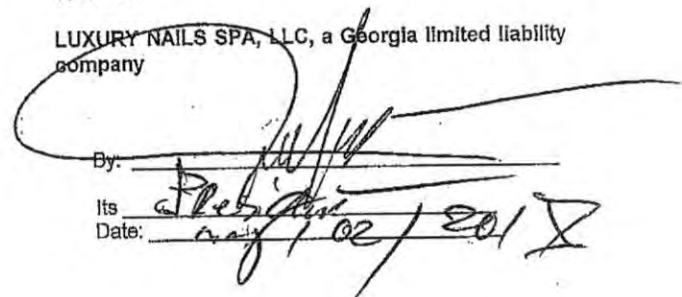
Michael Cohn

Its: Sole Member

Date: 05/01/18

TENANT:

LUXURY NAILS SPA, LLC, a Georgia limited liability company

By: 

Its: President

Date: May 1, 2018

EXHIBIT A
SHOPPING CENTER AND PREMISES

EXHIBIT B

LANDLORD IMPROVEMENTS

The following improvements will be constructed in the Premises by Landlord at Landlord's sole cost and expense. Any improvements not specified below shall be made by Tenant at Tenant's sole cost and expense.

A. PREMISES:

A one-story room without basement.

B. STRUCTURE:

1. Frame: The building shall, at Landlord's option, be of steel frame, reinforced concrete or bearing wall construction. Governing building codes apply.
2. Exterior Walls: Shall be of masonry or other such material or material selected by Landlord.
3. Roof: Shall be a membrane roof with R-19 insulation, or such material or material selected by Landlord.
4. Walls: Walls separating the Premises from other storerooms shall be metal studs or masonry at Landlord's option. If Firewalls exceeding 1-hour are required, they will be upgraded by Tenant at Tenant's sole cost and expense.
5. Exits: As required by governing code for a "Dry Goods" store. Any additional will be provided by Tenant at Tenant's sole cost and expense.

C. STOREFRONT:

1. Landlord shall provide the storefront in accordance with Landlord's master plan.

D. INTERIOR:

1. Landlord will provide a concrete floor only, suitable for covering. Landlord will leave approximately 15' in the rear of the slab open for Tenant's underground work. Tenant shall complete concrete floor as part of their interior build out with a minimum of 3000 psi concrete.
2. Landlord shall provide demising metal studs. Drywall, tape, spackle and painting shall be provided and installed by Tenant at Tenant's expense. Rear wall to be exposed block.

E. PLUMBING:

1. Landlord shall furnish and install water and sewer service lines stubbed into the floor blockout area of the Premises for Tenant's use.
2. Landlord will pay the water/sanitary sewer impact fees for a "Dry Goods" store only. Any additional water/sewer impact fees shall be at Tenant's sole cost and expense.
3. Landlord will provide water submeters at its individual space.

F. HEATING, VENTILATION & AIR CONDITIONING:

1. Landlord shall furnish and install heating and cooling unit(s) sized to one (1) ton per three hundred (300) square feet of the Premises.
2. Tenant supply, distribution, and exhaust system and venting shall be designed, permitted, furnished and installed by Tenant at Tenant's cost.
3. All roof penetrations must be performed by Landlord's roofing contractor at Tenant's expense.

G. ELECTRICAL:

1. Landlord shall provide empty conduit and pull string sized for a 200-amp electrical service from Tenant's Premises to electrical room or distribution wall. Electrical Service, wiring outlets, etc., by Tenant.
2. Electrical service characteristics are to be determined by local utility company.

H. FIRE SPRINKLER:

Landlord will provide a fully sprinkled Tenant space per code requirements. Heads will be upturned, and will need to be modified by Tenant as necessary to meet code as their build-out requires.

TENANT IMPROVEMENTS

Tenant hereby agrees, at Tenant's sole cost and expense, to design, permit, decorate and construct the entire interior of the Premises, including the making of all interior improvements to the Premises necessary to place same first class, modern and attractive condition, and to enable Tenant to properly use the Premises for the purpose set forth in this Lease (all of such improvements hereinafter referred to as "Tenant's Work"), all at Tenant's cost. Tenant shall specifically include but not be limited to:

1. Wall partitions, fitting rooms and cornices, where required shall be entirely furnished and installed by Tenant at Tenant's sole cost and expense.
2. Tenant will be required to fill in the back 15' of Tenant Premises with a minimum of 3000 psi concrete and reinforcing.
3. Tenant will be required to provide floor covering suitable for a first class Tenant space.
4. Tenant shall furnish and install all interior lighting and lamps.
5. Tenant shall provide electrical service, distribution system, wiring, outlets, fire alarm system, etc.
6. Final electrical connections to Tenant's equipment or trade fixtures shall be furnished and installed by Tenant.
7. Tenant shall be required to install illuminated entry signage and under canopy signage per Exhibit C.
8. Tenant shall be required to provide all electrical connections and outlets to signage.
9. Tenant shall provide a hard ceiling, suspended acoustical ceiling (Second look, 2' x 4' or better) in an exposed grid system, or shall leave the exposed structure (fully painted at Tenant's sole cost and expense) for the interior area.
10. Bulkhead details by Tenant.
11. Painting and decorating shall be furnished and installed by Tenant.
12. Tenant shall provide toilet rooms(s) per code.
13. Entire supply and exhaust system and equipment shall be furnished and installed by Tenant.
14. Signage shall be furnished and installed by Tenant in accordance with Exhibit C. Tenant shall also provide and install canopies on the exterior of the Premises at Tenant's sole cost and expense, which such canopies shall be chosen from the options provided in the Sign Criteria and/or Tenant Criteria Manual and shall be installed in location(s) as approved by Landlord.
15. Any modifications to Fire Sprinkler system will be at Tenant's sole cost and expense.

It is expressly understood and agreed that any such alterations, changes or improvements shall in no way harm the structure of the premises.

All work to be performed by Tenant shall be performed in a good workmanlike manner, in accordance with all rules, regulations, codes and ordinances of any local, municipal, state and/or federal authorities having jurisdiction thereof. Permits, licenses or approvals required for Tenant's Work from such authorities shall be obtained by Tenant at Tenant's sole cost and expense.

Tenant agrees that it shall use commercially reasonable efforts to fully complete Tenant's Work and the construction of the Premises within the time periods set forth in the Lease.

Tenant expressly agrees to protect, indemnify and save the Landlord harmless from any liability to any person or estate for damage to person or property occurring during Tenant's Work proposed hereunder, whether before or after the term Commencement Date of this Lease except if caused by Landlord's (or Landlord's agents, contractors or employees) negligent act or omission.

At the completion of Tenant's work, Tenant shall deliver to Landlord a copy of the Certificate of Occupancy for the Premises and Final Unconditional Lien Waiver or Waivers.

Tenant must place the electric, water and/or gas meters in Tenant's name with the appropriate utility companies prior to start of Tenant's Work in the Premises.

Before the Premises can be open for business to the public, a complete construction punch list of Tenant's Work must be prepared by Landlord and Tenant, and all items on the list must be completed to Landlord's satisfaction. With Landlord's approval, minor punch list items may be completed within thirty (30) days of opening.

A. TENANT CONSTRUCTION REQUIREMENTS:

1. Prior to Commencing work, a construction deposit in the amount of Three Thousand Five Hundred Dollars (\$3,500) shall be deposited with Landlord as security for the proper performance of Tenant's Work and, provided Tenant is not in default in any of its construction obligations hereunder, upon the Tenant's opening for business in the Premises in compliance herewith, and bearing that no Rules and Regulations have been violated, shall be returned upon written request by Tenant, without interest. Landlord may retain the construction deposit as liquidated damages hereunder (and not as a penalty).
2. Tenant shall submit to Landlord, via certified or registered mail, at least five (5) days prior to commencement of construction, the following information:
 - i. The names and address of the general contractor, subcontractors, and construction superintendent Tenant intends to engage in the finishing of its Premises; Landlord shall have the right to approve such general contractor and subcontractors in its sole discretion.
 - ii. Certificate of Insurance listing the Landlord and Landlord's lender as additionally insured.
 - iii. The construction deposit in the amount of Three Thousand Five Hundred Dollars (\$3,500.00)
3. Landlord shall have the right to perform on behalf of and for the account of the Tenant. Subject to reimbursement by Tenant, any of Tenant's Work which Landlord determines shall be so performed. Such work shall be limited to work, either during construction or the period following the opening of the Shopping Center and/or the Premises to the public, which Landlord deems necessary to be done on an emergency basis and which pertains to structural components, the general utility systems for the project or the erection of temporary safety barricades and temporary signs.
4. Tenant may use no space except the Premises for storage. Any material found in other areas will be subject to disposal by Landlord at Tenant's expense. During the construction phase only, Landlord shall have no responsibility or liability whatsoever, except for negligent acts or omissions or willful misconduct for merchandise or other property belonging to Tenant installed or left in the Premises or anywhere else at the Shopping Center.
5. Tenant's work shall be subject to the inspection of the Landlord and any work found not in compliance with the Lease, its Exhibits and/or good construction standards shall be corrected. If such corrective work shall not be immediately undertaken, Landlord may make the same for the account of Tenant and Tenant shall reimburse Landlord, as additional rent, the cost thereof plus twenty percent (20%) for Landlord's overhead and administrative cost.
6. Tenant shall apply and pay for all utility meters, permits, sewer charges, and the like (unless otherwise herein specifically provided to be obtained by Landlord).
7. All work performed by Tenant during the term of this Lease shall be performed so as to cause minimum of interference with other tenants and the operation of the Shopping Center. Tenant shall take all precautionary steps to protect facilities and the facilities of others affected by Tenant's Work and properly police same. Construction equipment and materials are to be located in confined areas and truck traffic is to be routed in and from the site as directed by Landlord as not to burden the construction and/or operation of the Shopping Center. During the construction phase only, any damage or loss to property of Landlord or other tenants or third parties in the Shopping Center occasioned by or arising from acts of Tenant, its employees, agents or contractors shall be the responsibility of the Tenant and Tenant hereby indemnifies and hold harmless Landlord therefrom (except if caused by the negligence or willful misconduct of Landlord, its agents, contractors, or employees).
8. Landlord shall have the right to order Tenant or Tenant's contractor or their employees who willfully violate any of the requirements contained herein to cease work, and to remove himself, his equipment and his employees from the Shopping Center.
9. Each of Tenant's contractors shall be required to maintain continuous protection of adjacent premises in such as to prevent any damage to such adjacent property and the improvements thereon or therein by reason of the performance of Tenant's Work, and promptly to repair any such property or improvements so damaged by Tenant to the condition prior thereto. Each of Tenant's contractors shall be required to properly protect the work with lights, guardrails, and barricades and secure all parts of the work against storm or accident.
10. Any disagreement which may arise between Landlord and Tenant, or any of their contractors, with reference to the Tenant's Work or any other work to be performed by either Landlord or Tenant pursuant to the this Exhibit B shall be resolved by the reasonable decision of Landlord's architect.
11. No approval by Landlord is valid unless in writing and signed by Landlord.
12. No material may be applied to any wall which does not have a Class C "200" rating. No coatings which attempt to give this rating will be acceptable.
13. Any wood material used anywhere in the Premises must be kiln dried, moisture content 12%, mill quality finish and have a Class C Flame Spread Rating.

14. All walls and exposed surfaces in the sales area must be painted or covered with a permanent wall covering as a minimum.
15. Fees for all of Tenant's work will be paid by Tenant directly to the utility company.
16. Tenant shall employ Landlord's roofer and mechanical contractor for such work above Landlord's Work as Tenant's own agent and contractor and the work shall be performed in such a manner that Landlord's building schedule and Landlord's roofing and Mechanical guarantees and the work performed by other tenants of the Shopping Center will not be adversely affected. In the event any ducts installed by Tenant penetrate the roof, Tenant shall, and does hereby agree to indemnify and hold harmless Landlord and any of their partners, officers or employees and any other occupants of the Shopping Center from and against any damage, loss, liability, claims or expenses (including reasonable attorneys' fees) resulting from injury or damage to person or property arising from Tenant's duct construction or roof leaks caused thereby, but except if caused by Landlord's (or Landlord's agents, contractors or employees) negligent act or omission. Furthermore, Tenant shall, at its sole cost and expense, employ Landlord's roofer to promptly make any repairs to the roof caused by the installation of Tenant's exhaust ducts, plumbing stacks, vents or any other roof penetrations. Tenant must design, permit, install and provide for all food service exhaust ducts and a Landlord approved grease filtration system on the roof to protect the Landlord's roof membrane, at Tenant's sole cost. Tenant is responsible for maintaining the filtration system.
17. Central music, paging and Loudspeaker Systems installed by Tenant shall be designed such that sound shall be contained within the Premises and all demising walls must be fully insulated by Tenant at Tenant's cost.
18. Tenant will install telephone/security wiring throughout the Premises, and distribute and pay all service charges directly to the utility companies.
19. Parking by Tenant contractors and suppliers will be in designated parking areas only. Any vehicles found outside the designated areas will be towed at owners risk and expense without warning.
20. All of Tenant's construction traffic, equipment, material and tools must be through the rear service doors of the Premise.
21. No offensive noise levels will be tolerated. Offensive noise and levels will be determined at Landlord's sole discretion.
22. The parties acknowledge and agree that any improvements made by the Tenant to the Premises are special use improvements made for the express benefit of the Tenant and will not have any value in the context of reletting the Premises.

B. TRASH FACILITIES DURING CONSTRUCTION:

1. During initial construction, Landlord will provide common use dumpsters located throughout the Shopping Center. Tenant will pay a fee for dumpster use.
2. Tenant may not utilize their own dumpster service.
3. Tenant shall not permit trash to accumulate within its area or in the service or sidewalk area adjacent to the Premises. Should this situation develop and should it be necessary for Landlord, after notice to Tenant, to remove Tenant's trash then, in addition to the same constituting a Default under the Lease, the charge will be \$650.00 for each instance in which Landlord removes Tenant's trash.

C. PLAN SUBMITTAL PROCEDURES:

1. Landlord's Address:

The Sembler Company
5858 Central Ave.
St. Petersburg, FL 33707-1728
Attention: Tenant Coordination
2. It is strongly recommended that a field inspection of the Premises be made by Tenant's architect to verify all dimensions and field conditions prior to Tenant's final plans and construction. It is the responsibility of the Tenant's architect to field check all dimensions and conditions. The Tenant shall be deemed to have accepted delivery of the Premises from Landlord without exception upon commencement of construction.
3. All work to be performed by Tenant hereunder shall be in accordance with the detailed plans and specifications, to be prepared by Tenant's architect and provided to the Landlord in one (1) set of blue line plans, all of which shall be submitted to Landlord within thirty (30) days of the date of the date of delivery by Landlord to Tenant of illustrative outline drawings of the Premises which contain the basic architecture, electrical and mechanical information, all of which contain the basic information necessary for the preparation of Tenant's plans and Specifications for Tenant's Work. It is expressly agreed that Tenant shall not commence any of Tenant's Work until said plans and specifications have been approved in writing by Landlord. In the event of a conflict between the provisions of the Lease, including this Exhibit B, and the final plans and specifications for

the initial construction and finishing of the Premises, as approved by Landlord, such final plans and specifications shall control.

4. Within fourteen (14) working days of receipt by Landlord of Tenant's full working drawings and specifications as aforesaid, Landlord will review and comment upon the same. If any of the working drawings and specifications are returned to Tenant with comments, and not bearing the unconditional approval of Landlord, said working drawings and specifications with Landlord's comments and resubmitted to Landlord within seven (7) working days of their receipt by Tenant.

5. As soon as Tenant has received final Landlord approval of all working drawings and specifications, application shall be made by Tenant for appropriate building permit.

6. No changes are permitted to the drawings or specifications after final Landlord approval unless approved in writing by Landlord.

D. LANDLORDS LETTER OF ACCEPTANCE:

Upon completion of the Tenant's Work and fixture work within the Premises, Landlord's may inspect the same, and if said Premises are acceptable, issue a Letter of Acceptance. The issuing of such a Letter shall be contingent upon all of the following:

- i. The satisfactory completion by Tenant of Tenant's Work in accordance with the working drawings and specifications therefore, as approved by Landlord.
- ii. Tenant shall have furnished Landlord with unconditional waivers of liens and sworn statements, in such form as may be required by Landlord, from all persons performing Labor and/or supplying material in connection with the Tenant's Work showing that all of said persons have been compensated in full.
- iii. Tenant shall have reimbursed Landlord for the cost of any Tenant's Work done for Tenant by Landlord.

E. TENANT INCENTIVE PAYMENT

Landlord will provide the Tenant with an Incentive payment in the amount of Thirty-Five Dollars (\$35.00) per square foot (the "Tenant Incentive Payment"), to be used by the Tenant for actual, verifiable third party costs incurred to complete leasehold improvements in its Premises and to be paid to Tenant within thirty (30) days after all of the following have been met: (i) Tenant opens for business in accordance with the Lease; (ii) Tenant requests the Tenant Incentive Payment in writing together with invoices evidencing amounts spent; (iii) Tenant has completed any work required by the Lease; (iv) all damage to the Landlord's property or common areas caused by Tenant while doing its work is repaired; (v) Tenant has paid the first monthly installment of Minimum Annual Rent; (vi) Tenant has provided Landlord with final unconditional releases of Lien from all materialmen and/or laborers in the form attached hereto as Exhibit E; (vii) Tenant has provided Landlord with its certificate of occupancy; and (viii) Tenant is not in default under the Lease.

Tenant shall have ninety (90) days from the later of the Commencement Date or the date that Tenant's Work is substantially completed (as evidenced by a certificate of occupancy) to submit to Landlord its request for the Incentive Payment and comply with the criteria set forth in (i) through (viii) herein above. In the event that Tenant does not submit to Landlord its request for the Incentive Payment and comply with the criteria set forth in (i) through (viii) herein above within said ninety day period then Landlord shall not be obligated to pay to Tenant the Incentive Payment and Tenant shall forever waive its right to collect the Tenant Incentive Payment from Landlord. In the event of a termination of the Lease due to Tenant's default hereunder, Tenant shall, upon ten (10) days' written notice from Landlord, refund to Landlord the unamortized portion of the Tenant Incentive Payment previously paid to Tenant. All amortizations in this paragraph shall be on a straight-line basis, over a period equal to the initial Term of this Lease.

EXHIBIT "C"

SIGN CRITERIA

THE PURPOSE OF THIS EXHIBIT IS TO ESTABLISH CERTAIN PARAMETERS
FOR TENANT SIGN LOCATION, CONSTRUCTION, AND INSTALLATION.

[To be provided]

**EXHIBIT D
NORTH MACON PLAZA
EXCLUSIVES AND RESTRICTIONS**

Notwithstanding anything to the contrary contained in this Exhibit, where an exception to a prohibition or restriction is provided for in this Exhibit and such exception is limited so as to only apply to a limited number of premises or users, a maximum number of square feet of floor area, or a limited percentage of the areas of the Shopping Center, such exception is reserved for Landlord to be allocated as Landlord sees fit, and Tenant shall not have the right to use its premises in reliance on such exception in the absence of an express provision permitting such reliance in this Lease.

A. PROHIBITED USES:

1. Marshalls/Homegoods:

4. (A) Landlord agrees that the Shopping Center, shall not be used (a) for any non-retail purposes (provided, however, repairs, alterations and service offices incidental to retailing including, without limitation, insurance offices, nail and hair salons, title company offices, banks and small loan offices, dental and orthodontic offices, chiropractic offices, optometrist offices, tax consulting offices and financial consulting offices (collectively, "Service Uses"), shall not be prohibited so long as not more than ten thousand (10,000) square feet of floor area in the Shopping Center, in the aggregate, shall be used for Service Uses and shall be located at least one hundred feet (100') from the Demised Premises), or (b) for any entertainment purposes such as a bowling alley, skating rink, cinema, bar (collectively "Entertainment Uses") (except (i) that Entertainment Uses shall be permitted so long as not more than ten thousand (10,000) square feet of floor area in the Shopping Center, in the aggregate shall be used for Entertainment Uses and no such Entertainment Use shall be located within one hundred fifty feet (150') of the Demised Premises, and (ii) a bar that is otherwise incidental to the operation of an otherwise permitted Restaurant shall be permitted, and (iii) one concept such as World of Beer or similar concept as is typically operated in first class shopping centers shall be permitted provided that the World of Beer or such similar concept is at least two hundred feet (200') from the Demised Premises), nightclub (however, one World of Beer or similar concept permitted pursuant to the foregoing), discotheque, amusement gallery (provided however that a children's entertainment use such as a "Chuck E. Cheese" shall be permitted so long as such use located more than one hundred fifty feet (150') from the Demised Premises), poolroom, health club (provided, however, one (1) health club operating like a "Curves", "Orange Theory", "Ballet Barre" or similar operation shall be permitted provided the same does not exceed four thousand (4,000) square feet of floor area and is located more than one hundred fifty feet (150') from the Demised Premises), massage parlor (provided however that therapeutic massages offered by legitimate operators such as "Massage Envy" or legitimate operators in a day spa, and located more than one hundred fifty feet (150') from the Demised Premises, shall be permitted), sporting event, sports or game facility, off-track betting club, or (c) for any establishment which sells or displays pornographic materials (except that the incidental sale or display of adult materials in not more than ten percent (10%) of a book or video store that is part of a national or regional book or video store chain similar in quality to a "Barnes & Noble" shall be permitted), or (d) for any establishment which sells or dispenses marijuana, or (e) for any establishment which sells or displays used merchandise or second hand goods (provided however, that this restriction shall not apply to a store typically found in a first class shopping center, that sells reconditioned and/or gently used merchandise together with new merchandise such as a jewelry store and/or vintage clothing store selling items on consignment like "Plato's Closet" or "Play It Again Sports", nor shall it prevent a video/recording store from engaging in a CD or video exchange program or the sale or trading of video games by "EB Games" and/or "GameStop" but specifically are prohibited are operations like "Salvation Army" or "Goodwill"). Up to twenty thousand (20,000) square feet of floor area, in the aggregate, of Restaurants or establishments selling food prepared on premises for consumption on or off premises shall be permitted so long as they are located more than one hundred fifty feet (150') from the Demised Premises. (Collectively the uses described herein are referred to as the "Prohibited Uses".)

2. MICHAELS:

PROHIBITED USES

1. funeral establishment;
2. automobile sale, leasing, repair or display establishment or used car lot, including body repair facilities and quick-lube and tire and battery facilities, provided, however, the foregoing shall not be deemed to prohibit a "Tesla" or similar showroom from operating within the Shopping Center;
3. auction or bankruptcy sale, unless pursuant to a court order;
4. pawn shop;
5. outdoor circus, carnival or amusement park, or other outdoor entertainment facility;
6. outdoor meetings (excluding any use of a patio area incidental to another use);
7. bowling alley;
8. primarily pool or billiard establishment;
9. shooting gallery;
10. off-track betting (provided that state sponsored lottery tickets shall not be prohibited);
11. refinery;

12. adult bookstore or facility selling or displaying pornographic books, literature, or videotapes (materials shall be considered "adult" or "pornographic" for such purpose if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality);
13. massage parlor, except this shall not prohibit massages in connection with a day spa, hair salon, massage therapy service provider that is typically found in first-class shopping centers such as Massage Envy or similar operator of good moral character, or by a chiropractor or similar medical provider;
14. any residential use, including but not limited to living quarters, sleeping apartments or lodging rooms;
15. theater;
16. auditorium, meeting hall, ballroom, day care facility, school or other place of public assembly, provided, however, the foregoing shall not be deemed to prohibit one (1) tutoring or other educational facilities, such as Sylvan or Kumon Learning Center occupying not more than five thousand (5,000) Leasable Square Feet;
17. agency, department or bureau of any governmental authority or unemployment agency, service or commission;
18. full-service gymnasium or health club, provided, however, the foregoing shall not be deemed to prohibit (i) not more than one (1) health or wellness center such as, without limitation, a Yoga studio, karate center or similar operator with exercise equipment and/or offering personal training/fitness classes and occupying not more than five thousand (5,000) Leasable Square Feet, and (ii) one (1) full-service gymnasium or health club such as, without limitation, "Crunch Fitness" located within the "Permitted Health Club Area" depicted on Exhibit B or within Phase II depicted on Exhibit B and occupying not more than thirty thousand (30,000) Leasable Square Feet;
19. dance hall or dance studio, provided, the foregoing shall not be deemed to prohibit a tenant from offering dance lessons or exercise sessions incidental to another use;
20. cocktail lounge, bar, disco or night club, provided, however, the foregoing shall not be deemed to prohibit a bar incidental to a permitted restaurant use;
21. bingo or similar games of chance, but lottery tickets and other items commonly sold in retail establishments may be sold as an incidental part of business;
22. video game or amusement arcade, except as an incidental part of another primary business;
23. skating or roller rink;
24. car wash, car repair or car rental agency;
25. temporary or seasonal stores which sell holiday (including without limitation, Christmas and/or Halloween) themed décor, decorations, costumes, artificial Christmas trees, Christmas lights, Christmas ornaments, and/or holiday themed party goods including, without limitation, the following stores: Spirit Halloween stores, Always Christmas stores and similar operators;
26. dollar store, including price point retailers (for example, but without limitation, Dollar Tree, Family Dollar, Dollar General, and Bill's Dollar, etc.), but specifically excluding a "Five Below" which shall be permitted within the Shopping Center but not within two hundred feet (200') of the Premises, second hand store, close-out store, auction house or flea market, provided, however, the foregoing shall not be deemed to prohibit reputable national second hand stores such as "Play It Again Sports", "Plato's Closet" or a reputable used book store, nor shall the prohibition on a "close-out store" apply to any Marshalls, TJ Maxx, Homegoods, Homesense, or Sierra Trading Post store operated by Marshalls of MA, Inc., and/or its affiliates and their successors and/or assigns;
27. any operation or business which requires a governmental permit, license and/or authorization to prepare and/or serve food for either on or off-site consumption and within two hundred (200) lineal feet from the Premises, provided, however, the foregoing shall not be deemed to preclude any café incidental to another permitted use and one (1) quick-serve restaurant not to exceed two thousand (2,000) Leasable Square Feet;
28. any establishment which sells or dispenses marijuana or drug related paraphernalia;
29. auction house (subject to #3 above) or flea market; or
30. non-retail use, except for Service Retail (defined below) so long as the area devoted to Service Retail does not exceed ten percent (10%) of the Leasable Square Feet of the Shopping Center; for purposes of this provision, the term "Service Retail" means any use which primarily sells services as opposed to merchandise, such as, without limitation, salons, photo studios, financial institutions, real estate, medical, dental or optometrist offices, stock brokerage and title companies, travel and insurance agencies; and office space used by an occupant for administrative purposes, and which is not open to the general public, shall not be considered non-retail use for purpose of this limitation.

3. FIVE BELOW:

7.4 As of the date hereof and during the Term of this Lease, Landlord shall not lease, rent, occupy or permit to be occupied or used, any space in the Shopping Center for the following uses: (a) bowling alley (unless incidental to a movie theater use or restaurant use and as part of a bowling alley otherwise permitted herein); however, a first class operator such as Pinstripes shall be permitted so long as the same is not located within two hundred feet (200') of any demising wall of the Premises; (b) arcade, unless incidental and part of a movie theater; (c) tavern or bar, unless such use is incidental to a restaurant use or a micro-brewery so long as the same is not located within two hundred fifty (250) feet of any demising wall of the Premises; (d) health club, spa or gymnasium; provided, however, the following: one (1) health club, and one (1) nationally recognized, reputable and upscale spa that does not offer massages of a sexual or illegal nature, or a gymnasium shall be permitted so long as the same are not located within two hundred feet (200') of any demising wall of the Premises; (e) night club or discotheque; (f) any "second hand" or "surplus store"; provided, however, national or regional operators such as Plato's Closet, Play It Again Sports, and Gamestop shall be permitted; (g) any mobile home park, trailer court, labor camp, junkyard, or stockyard; (h) any dumping, disposing, incineration, or reduction of garbage (exclusive of dumpsters and related trash removal equipment located in the rear of any

building); (i) any fire sale, bankruptcy sale or auction house operation unless operated pursuant to a court order or similar order; (j) any laundromat; however, a store accepting drop-offs and performing cleaning off of Shopping Center grounds shall be permitted so long as the same is not adjacent to the Premises; (k) any automobile, truck, trailer or R.V. sales, leasing, rental, cleaning, display or repair; (l) any skating rink; (m) any living quarters, sleeping apartments, or lodging rooms; (n) any veterinary hospital, animal raising facilities or pet store (a first-class, nationally or regionally recognized and reputable pet store such as "Petco", "PETsMART", "Pet Supplies Plus" or "Pet Supermarket" is permitted so long as it is not located adjacent to the Premises); (o) any mortuary; (p) check cashing, unless such use is incidental to a bank; (q) a store primarily utilized for the sale of liquor; provided, however, a high end liquor store such as Total Wine, Bevo or Goody Goody (as the same are operated as of the Effective Date), shall be permitted so long as the same is not located within 200 feet of any demising wall of the Premises; (r) medical office or medical facility, except as provided below; (s) off-track betting business; (t) billiard or pool hall; (u) adult book or adult video tape store (which are defined as stores in which greater than five percent (5%) of the inventory is not for sale to minors because of its explicit sexual nature); (v) office use, except as provided below; (w) military recruitment center, or (z) cash for gold or similar operation. The provisions of this Section shall not be construed to prohibit any existing tenant whose lease predates this Lease which, as of the Effective Date of this Lease, is not restricted by the terms and conditions of this Section 7.4, but only to the extent permitted in such tenants' lease and Landlord agrees not to amend any lease to permit additional rights for the use of such premises or otherwise consent to an assignment, sublease or similar transfer that would permit additional rights for the use of such premises.

Notwithstanding anything to the contrary contained herein "Retail Service Offices", which are defined as offices which cater to the general public and are typically found in first class shopping centers, such as banks, insurance agents, travel agents, realtors, dentist offices, chiropractor offices, eye doctor offices, rehabilitation centers, medical clinics or stock brokers, shall be permitted, provided that the total aggregate leasable floor area for Retail Service Offices shall not exceed fifteen thousand (15,000) leasable square feet and in no event shall such Retail Service Offices be located within the "In-Line Buildings" depicted on Exhibit "A", other than the "Shops" space depicted on Exhibit "A" within such In-Line Buildings.

4. LIFEWAY CHRISTIAN STORES:

30.1 GENERAL

The following use and occupancy restrictions shall be applicable to the building of which the Premises are a part ("Tenant's Building"):

(a) No restaurant in excess of 1,600 square feet shall be located immediately adjacent to the Premises.

(b) No offices, either private or government within 150' of the Premises, provided, however, Retail Service Offices which are defined as offices which cater to the general public selling primarily services as opposed to merchandise and are typically found in first-class shopping centers, such, but not limited to, banks, financial services, insurance agents, travel agents, realtors, stock brokers, tax preparation office and dental or medical offices, shall be permitted within 150' of the Premises; adult facility or entertainment which primarily operates its business in a manner that could be considered similar to a pornographic store, other "adult toy" store, adult bookstore, or an establishment not open to children under 18 years old because of the explicit or sexual nature of the activity within the business or of the merchandise sold; commercial indoor amusements within 150' of the Premises, excluding any indoor amusement uses incidental to other uses; nightclubs, strip clubs or show bars, cocktail lounges or taverns where the on-premises consumption of alcohol exceeds 50% of gross sales; establishment which sells or dispenses marijuana, store primarily utilized for the sale of liquor, entertainment facilities within 150' of the Premises; governmental post offices or governmental postal facilities within 150 feet of the Premises; gymnasiums (gyms) or other fitness facilities in excess of 10,000 square feet and within 150' of the Premises; massage parlors, excluding any therapeutic massage facility, shall be permitted in the Shopping Center, provided that such use is consistent with a first class therapeutic massage retailer, such as, for example, Massage Envy, Hand and Stone or other similar day spa uses or is being provided by a licensed massage therapist; or theaters, either motion picture or live within 150' of the Premises.

B. EXISTING EXCLUSIVES:

1. MARSHALLS/HOMEGOODS:

(B) Landlord agrees that, from the date hereof until expiration of the term of this lease, no other premises in the Shopping Center shall at any time contain more than (i) fifteen thousand (15,000) square feet of floor area therein used or occupied for, or devoted to, the sale or display of apparel and related accessories, and/or (ii) seven thousand five hundred (7,500) square feet of floor area therein used or occupied for, or devoted to the sale or display of shoes, footwear and related accessories, and/or (iii) fifteen thousand (15,000) square feet of floor area therein used or occupied for, or devoted to, the sale or display of furnishings for the home including the following categories of items: linens and domestics, window treatments, floor coverings, bathroom items, bedding, furniture, wall décor, decorative lighting, housewares, table top goods, glassware, flatware, cookware, kitchen utensils, giftware and/or closet, shelving and storage items and home accessories (all of the foregoing hereinafter referred to as a "Competing Use" and the merchandise referred to therein as the

"Protected Merchandise". The computation of such floor area shall include one half (1/2) of all floor area in any aisles, corridors or similar spaces adjacent to or abutting any racks, gondolas, shelves, cabinets, counters or other fixtures or equipment containing or used for the sale or display of the Protected Merchandise.

Tenant acknowledges and agrees that:

(a) so long as Landlord enters into leases with such parties on or before the date Landlord satisfies the acquisition contingency as set forth in Section 18.25 of the lease and, on or before the Outside Acquisition Date (defined in Section 18.25 of the lease), provides Tenant with written notification thereof which shall include a copy of the fully-executed signature page of the applicable lease, Tenant agrees that the restrictions set forth in this Schedule B, Paragraph 4(B) shall not be applicable to any of the following: (i) Ross Dress For Less, Inc. in space within the Shopping Center containing not more than 25,000 square feet of floor area ("Ross"); (ii) Michaels Stores, Inc. in space within the Shopping Center containing not more than 22,000 square feet of floor area, (iii) Beall's Outlet Stores, Inc. in space within the Shopping Center containing not more than 20,500 square feet of floor area and (iv) Old Navy, LLC in space within the Shopping Center containing not more than 20,000 square feet of floor area and each of their respective affiliates (such retailers are individually referred to as an **"Exempt Retailer"**) which are to be part of the initial development of the Shopping Center provided the Exempt Retailer conducts business in the Shopping Center as a typical retail store of the type operated by such Exempt Retailer (excluding permissible closures for remodeling, casualty, condemnation or as otherwise provided in the Exempt Retailer's lease) as of the date hereof, shall not be deemed a violation of this Schedule B, Paragraph 4(B). Notwithstanding the foregoing to the contrary, with respect to Ross, Tenant's consent is contingent upon (i) Tenant's approval of the elevations of the Ross store to ensure such elevation is consistent with the height limitations set forth in Paragraph 1 of this Schedule B (as measured by feet above sea level) and if any differential between the ground elevation of the Demised Premises and the ground elevation of the Ross space would result in Ross' building, facade, and/or any structure thereon being higher than the facade of the Demised Premises, adjustments shall be made to Ross' building, facade and/or structure thereon to result in same not being higher than the Demised Premises, regardless of such ground elevation differential; (ii) Ross shall not have a larger storefront sign area than Tenant's; and (iii) Ross shall not have pylon and/monument signage that is larger, higher and/or more prominent than Tenant's, nor shall Ross have greater sign rights than Tenant;

(b) the operation of a typical full-line department store which is at least 50,000 square feet of floor area shall not be deemed a violation of this Schedule B, Paragraph 4(B) provided that such full-line department store operates in a manner similar to the manner in which a typical full-line department store operates as of the date of this lease;

(c) the operation of a typical full-line home improvement store (such as, without limitation, Home Depot or Lowe's) which is at least 50,000 square feet of floor area shall not be deemed a violation of this Schedule B, Paragraph 4(B) provided that such full-line home improvement store operates in a manner similar to the manner in which a typical full-line home improvement store operates as of the date of this lease;

(d) the operation of one (1) full-line furniture store (such as, without limitation, Haverly's, Rooms-To-Go, Ashley's Furniture, Ethan Allen) shall not be deemed a violation of this Schedule B, Paragraph 4(B) provided that such full-line furniture store operates in a manner similar to the manner in which a typical full-line furniture store operates as of the date of this lease; and

(e) the operation of one (1) full-line sporting goods store (such as, without limitation, Dick's Sporting Goods, Hibbits or Academy) provided such sporting goods store operates in a manner similar to the manner in which a typical full-line sporting goods store operates as of the date of this lease.

2. MICHAELS:

16.4.1 Limitation on Use. So long as this Lease is in full force and effect, no portion of the Shopping Center (other than the Premises), or any property contiguous to the Shopping Center (including, without limitation, any property that would be contiguous or adjacent to the Shopping Center but for any intervening road, street, alley or highway) owned or controlled now or at any time hereafter by Landlord or any affiliate of Landlord, shall be occupied or used, directly or indirectly, for the purpose of conducting a "craft store", store selling arts and crafts, art supplies, craft supplies, picture frames or picture framing services, framed art, artificial flowers and/or plants, artificial floral and/or plant arrangements, holiday themed décor, decorations and costumes, wedding goods (except apparel), party goods, scrapbooking/memory book store, or a store selling scrapbooking/memory book supplies, accessories, and/or decorations or other papercrafting (e.g. making greeting cards, gift bags, tags, and other related or similar items) supplies, accessories and/or decorations associated with the foregoing, or providing classes on any of the foregoing or any combination of the foregoing categories, or any store similar to the operation of a typical Michaels store as operated as of the Effective Date of this Lease. This Section 16.4.1 shall not apply (A) to any lessee whose lease was fully executed on the Effective Date hereof and is identified on Exhibit I as an "Existing Lease Not Subject to Tenant's Exclusive or Prohibited Uses;" provided, however, that this exception shall not apply if (i) Landlord permits or agrees to an expansion of the premises for any such permitted use which violates Tenant's exclusive, or (ii) Landlord permits or agrees to the change of a permitted use by any such lessee or its successors or assigns in circumstances where Landlord has the right to withhold its consent to or prevent any such change in use without being in breach of such other tenant's lease, or (iii) Landlord permits or agrees to an assignment or sublease of such existing lease if Landlord may avoid the granting of such permission, or (iv) Landlord has the right, by virtue of the provisions of the existing lease, to cause said lessee to honor the exclusive granted to Tenant by giving said existing lessee notice of this exclusive or otherwise, or (B) to any lessee for which the sale of a product or service covered by the

BILL OF SALE

This agreement is made in duplicate original on May 16, 2018 between Luxury Nails Spa LLC (Thanh Nguyen as owner resident at 4880 Peachtree Corners Circle, Norcross, GA 30092) and buyer : Duc Trung Le resident 2279 Harbin Terrace Dr, Morrow, GA 30260.

Seller is engaged in business as Luxury Nails Spa in the town of Macon, State of Georgia. And has agreed to sell to buyer all his/her right, title and interest in his/her business and goodwill in it

Therefore, it is mutually agree that the seller sells to the buyer to take over this lease contract at the North Macon Plaza Shopping Center in the Macon, and State of Georgia. Seller agreed to sells this lease agreement contract to buyer is \$35,000 USD (Thirty Five Thousand Dollars) and buyer is already paid in full

The parties hereto do hereby agrees as follows:

Purchase and sale: Buyer hereby agrees to purchase the business location "as is" from the seller and seller hereby agrees to sell the business location "as it" to Buyer on the terms and subject to the conditions set forth in this agreement.

NOTARY PUBLIC STATEMENT

"A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached. and not the truthfulness, accuracy, or validity of that document."

Seller

Luxury Nails Spa, LLC

Thanh Nguyen

Date

MAY / 16 / 2018

Buyer

Duc Trung Le

Date

5-16-18

on May 16th 2020, seller agree to refund to buyer 100%
TL

4- In order to cosign the buyer (tenant) in this transaction, the tenants will cooperate with the seller (cosigner) with his personal & financial information to be submitted to the landlord for compliant purposes.

5- During the first year of operation, the cosigner will help the tenants with the transfer of the business to the new tenant. He will cooperate with the parties to make a smooth transfer. It is required that the new tenant has a good credit rating to qualify with the landlord review.

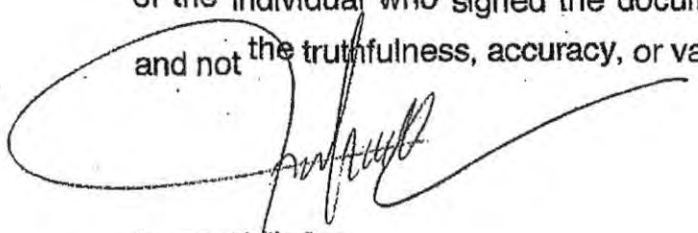
6- It is agreed that a security deposit of \$18,514.58 made by Luxury Nails Spa LLC for the leased property will be transferred to the buyer (tenant).

7- Any party to this agreement may bring any action to the Court of Laws governing in the state of Georgia for its breach. To enforce the provisions of this agreement, the prevalling party shall be entitled to recover its expenses including reasonable attorney fees and other costs .

8-Duc Trung Le will received the full TIA from the landlord with amount : \$87,500 (Eighty Seven Thousand and Five Hundred Dollars).

NOTARY PUBLIC STATEMENT

"A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached. and not the truthfulness, accuracy, or validity of that document."



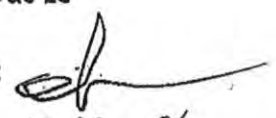
Luxury Nails Spa
Thanh Nguyen

Co-signer
Date:

May 16/2018

Trung Duc Le

Tenant
Date


5-16-18

STATE OF Georgia
COUNTY OF Cowdin

I, Nhan Le, a Notary Public for said County and State, do hereby certify that
Trung Le and Thanh Nguyen personally appeared before me this day as
16 of May 2018, and acknowledged that he duly executed the foregoing
instrument for and on behalf and as the act of said Bill of Sale.

WITNESS my hand and notarial seal, this 16 day of May, 2018

Nhan Le
Notary Public

My Commission Expires:
07/04/2018-2020



EXHIBIT "A"

LEGAL DESCRIPTION

TRACT 1 - FEE SIMPLE:

ALL THAT TRACT OR PARCEL OF LAND LYING IN LAND LOTS 282, 283, 296 AND 297 OF THE 13TH DISTRICT OF BIBB COUNTY, GEORGIA, SHOWN AS THE DEVELOPER TRACT PER SUBDIVISION PLAT OF NORTH MACON PLAZA, DATED JUNE 7, 2018, LAST REVISED AUGUST 7, 2018, AND RECORDED AUGUST 23, 2018 IN PLAT BOOK 94, PAGES 384-385, OF THE BIBB COUNTY, GEORGIA RECORDS.

TRACT 2 - EASEMENT:

TOGETHER WITH EASEMENTS CREATED BY DECLARATION REGARDING OUTPARCELS BY BASS ROAD DEVELOPMENTS, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED 7/5/2007, RECORDED 7/5/2007 IN DEED BOOK 7556 PAGE 83, BIBB COUNTY, GEORGIA RECORDS, AS AFFECTED BY SEPARATE AGREEMENT REGARDING DECLARATION BY AND BETWEEN DRURY INNS, INC., A MISSOURI CORPORATION AND BASS ROAD DEVELOPMENTS, LLC, A GEORGIA LIMITED LIABILITY COMPANY, DATED 9/17/2007, RECORDED 9/24/2007 IN DEED BOOK 7637 PAGE 242, BIBB COUNTY, GEORGIA RECORDS, AS FURTHER AFFECTED BY FIRST AMENDMENT TO DECLARATION REGARDING OUTPARCELS BY BASS ROAD DEVELOPMENTS, LLC, A GEORGIA LIMITED LIABILITY COMPANY AND NORTH MACON PLAZA, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DATED AUGUST 30, 2018, RECORDED SEPTEMBER 6, 2018 IN DEED BOOK 10204 PAGE 95, BIBB COUNTY, GEORGIA RECORDS, WHICH INCLUDES A DRAINAGE EASEMENT OVER OUTPARCEL G DESCRIBED THEREIN.

FIFTH AMENDMENT TO LEASE AGREEMENT

THIS FIFTH AMENDMENT TO LEASE AGREEMENT ("Amendment") is entered into as of April 28th, 2024 ("Effective Date") by and between ROF MACON LLC ("Landlord") and LUXURY NAILS SPA, LLC ("Tenant").

WITNESSETH:

WHEREAS, Berkley Development, LLC ("Berkley") and Tenant entered into a Lease Agreement dated June 29, 2018 ("Lease Agreement"), wherein Berkley leased to Tenant a retail store space (Unit 240) containing approximately 2,500 square feet (the "Original Premises") in Macon Plaza ("Shopping Center") located in Macon, Georgia.

WHEREAS, Thanh Nguyen ("Guarantor") signed a Guaranty of Lease dated June 29, 2018 ("Guaranty") whereby Guarantor agreed to pay to the landlord under the Lease Agreement such amounts of money as may be required to make up any deficiency in payment by the tenant under the Lease Agreement and to pay for all damages that may accrue by reason of such tenant's default or non-performance of any of its covenants under the Lease Agreement.

WHEREAS, North Macon Plaza, LLC ("North Macon") succeeded to the right, title and interest of Berkley as landlord under the Lease Agreement.

WHEREAS, the Lease Agreement was amended by a First Amendment to Lease Agreement between North Macon and Tenant dated June 12, 2019 ("First Amendment").

WHEREAS, the Lease Agreement was further amended by a Second Amendment to Lease Agreement between North Macon and Tenant dated June 12, 2019 ("Second Amendment").

WHEREAS, the Lease Agreement was further amended by a Third Amendment to Lease Agreement between North Macon and Tenant dated May 12, 2020 ("Third Amendment").

WHEREAS, Landlord succeeded to the right, title and interest of North Macon as landlord under the Lease Agreement.

WHEREAS, the Lease Agreement was further amended by a Fourth Amendment to Lease Agreement between Landlord and Tenant dated February 21, 2024 ("Fourth Amendment"), whereby the Original Premises was expanded so as to contain a total of approximately 5,800 square feet ("Premises") as shown on Exhibit A to the Fourth Amendment.

WHEREAS, the Lease Agreement, First Amendment, Second Amendment, Third Amendment and Fourth Amendment are hereinafter collectively referred to as the "Lease".

WHEREAS, Landlord and Tenant now desire to amend the Lease upon the terms and conditions set forth below.

NOW, THEREFORE, the parties hereto agree that, as of the Effective Date, the Lease is hereby amended as follows:

Signature Page to Fifth Amendment to Lease Agreement

1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference. Capitalized and defined terms used in the Amendment shall have the same meanings as those ascribed to them in the Lease. In the event that the terms of the Amendment conflict with the terms of the Lease, the terms of the Amendment shall control.
2. Right to Serve Alcoholic Beverages to Customers. In conjunction with Tenant's Business Operations as described in Section 2.6 of the Lease and as a clarification of Section 8.1 of the Lease, Tenant shall be permitted to serve alcoholic beverages to its customers ("Alcohol Service") while its customers are receiving manicures, pedicures and related services in the Premises. Not more than two (2) alcoholic beverages shall be served to any customer in a calendar day.
3. Compliance with Laws. As a supplement to the Tenant Use Standards contained in Section 8.2 of the Lease, Tenant shall comply with all laws, ordinances, and governmental regulations that apply to the serving of alcoholic beverages including, without limitation, obtaining an appropriate liquor permit or license.
4. Insurance Requirements. As a clarification of Section 14.1 of the Lease, for so long as Tenant has the right to provide Alcohol Service in the Premises, Tenant shall procure and continue in force throughout the Term of the Lease liquor liability coverage (also known as "dramshop" insurance) with a limit of not less than \$1,000,000.00 per occurrence and umbrella coverage of not less than \$3,000,000.00.
5. Landlord's Revocation Right. Notwithstanding anything to the contrary contained in the Amendment, if Landlord receives notice from anyone ("Claimant") claiming a right under an agreement enforceable against Landlord that was in existence prior to the Effective Date (a "Pre-Existing Agreement") stating that Alcohol Service in the Premises is in violation of the Pre-Existing Agreement (a "Violation Notice"), then Landlord shall have the right, upon written notice to Tenant and without any liability therefor, to immediately revoke Tenant's right to provide Alcohol Service in the Premises. Tenant's continuation of the providing of Alcohol Service in the Premises following Landlord's revocation of said right, shall constitute an Event of Default by Tenant under the Lease and Tenant will thereafter indemnify, save harmless, and defend Landlord at Tenant's sole expense from and against any and all claims and demands of any Claimant arising as a result of such Event of Default. Landlord agrees to reinstate Tenant's right to provide Alcohol Service in the Premises under the provisions contained in the Amendment if Tenant obtains the unconditional written consent of the Claimant therefor or if the Claimant's Pre-Existing Agreement expires without any right of reinstatement.
6. No Waiver. Nothing herein contained shall be construed as a waiver of any rights or remedies which Landlord may have against Tenant under the Lease or against Guarantor under the Guaranty. All rights and remedies of Landlord enumerated herein or in the Lease or the Guaranty shall be cumulative, and none shall exclude any other remedies allowed at law or in equity. It is the intention of the parties that all of Landlord's rights and remedies against Tenant, arising out of the Lease, or against Guarantor arising under the Guaranty, or otherwise, shall continue in full force and effect.
7. Effect of Invalidity. In the event that any provision or section of the Amendment is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, then the Amendment shall thereafter be of no further force and effect.
8. Reaffirmation of Guaranty. Guarantor hereby republishes and restates each and every term and covenant of the Guaranty as if fully rewritten herein for purposes of acknowledging that the Guaranty shall remain in full force and effect.

9. Full Force and Effect. In all other respects, and except as expressly amended herein, the Lease shall remain unmodified and continue in full force and effect.

10. Authority. Each party signing the Amendment represents and warrants to the other that (a) its respective execution and delivery of the Amendment and its respective performance under the Amendment and the Lease, as hereby amended, have been duly authorized by all necessary action, (b) the person signing below on behalf of such party has been properly authorized, (c) neither its respective execution or delivery of the Amendment nor its respective performance under the Amendment or the Lease, as hereby amended, will result in a violation or breach of any term or provision of, nor constitute a default under, any mortgage, contract or other agreement by which such party or its property (or any portion thereof) is bound and (d) the Amendment is fully binding on such party.

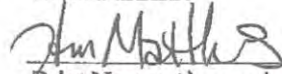
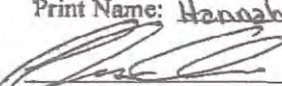
11. Counterparts. The Agreement may be executed in multiple counterparts, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same Agreement. The email delivery in PDF, via DocuSign® or other electronic format of a signed counterpart of the Agreement will be deemed to be delivery of an original executed counterpart and will have the full force and effect of an original executed counterpart of the Agreement.

12. Successors and Assigns. The Amendment will be for the benefit of and be binding upon the respective successors and assigns of the parties.

[NO FURTHER TEXT ON THIS PAGE]

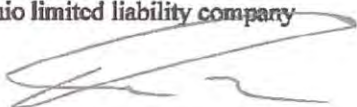
IN WITNESS WHEREOF, the undersigned have executed this Fifth Amendment to Lease Agreement as of the Effective Date.

WITNESSES:


Print Name: Hannah Matthews

Print Name: Nicholas Caruso

LANDLORD:

ROF MACON LLC,
an Ohio limited liability company

By: 
Print Name: _____
Title: _____

WITNESSES:

Print Name: _____

Print Name: _____

TENANT:

LUXURY NAILS SPA, LLC,
a Georgia limited liability company

By: _____
Thanh Nguyen, President

GUARANTOR'S AFFIRMATION

Guarantor hereby republishes and restates each and every term and covenant of the Guaranty as if fully rewritten herein for purposes of acknowledging that the Guaranty shall remain in full force and effect.

WITNESSES:

Print Name: _____

Print Name: _____

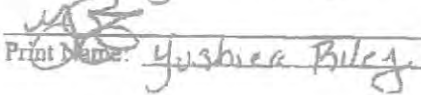
GUARANTOR:

THANH NGUYEN, an individual

IN WITNESS WHEREOF, the undersigned have executed this Fifth Amendment to Lease Agreement as of the Effective Date.

WITNESSES:


Print Name: Trung Le


Print Name: Yushica Riley

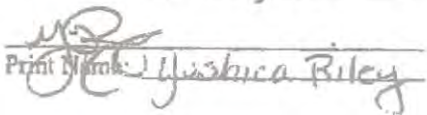
LANDLORD:

ROF MACON LLC,
an Ohio limited liability company

By: _____
Print Name: _____
Title: _____

WITNESSES:


Print Name: Trung Le


Print Name: Yushica Riley

TENANT:

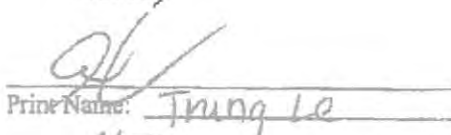
LUXURY NAILS SPA, LLC,
a Georgia limited liability company

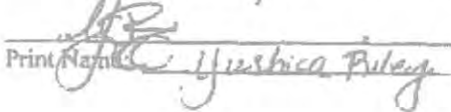
By: Jimmy Thanh Nguyen
Thanh Nguyen, President

GUARANTOR'S AFFIRMATION

Guarantor hereby republishes and restates each and every term and covenant of the Guaranty as if fully rewritten herein for purposes of acknowledging that the Guaranty shall remain in full force and effect.

WITNESSES:


Print Name: Trung Le


Print Name: Yushica Riley

GUARANTOR:

Jimmy Thanh Nguyen
THANH NGUYEN, an individual

Agent Certification

The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct the licensed business according to all county ordinances and state laws and regulations in respect thereof, and understand that the Agent named herein may be held personally responsible for violations of County Alcohol Code committed by others at the Agent's direction, or with the Agent's knowledge.

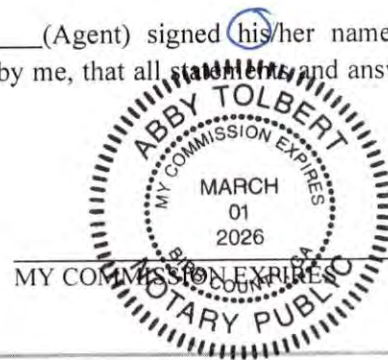
Agent's Signature: [Signature] Date: 1-26-24

Business Name: Beaute and Le Bar Nail Lounge, LLC

I hereby certify that Trung Due Le (Agent) signed his name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 26 day of January, 2024.

[Signature]
NOTARY PUBLIC



Owner/Individual Certification

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Individual/Owner's Signature: [Signature] Date: 7/9/2024
(If different from Agent)

Title: owner

Business Name: Beaute and Le Bar Nail Lounge, LLC

I hereby certify that Ngoc Pham (Applicant) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 10 day of June, 2024

[Signature]
NOTARY PUBLIC



Agent Certification

The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct the licensed business according to all county ordinances and state laws and regulations in respect thereof, and understand that the Agent named herein may be held personally responsible for violations of County Alcohol Code committed by others at the Agent's direction, or with the Agent's knowledge.

Agent's Signature: _____ Date: _____

Business Name: _____

I hereby certify that _____ (Agent) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This _____ day of _____, 20____.

Notary Public

My Commission Expires

Ownership/Individual Certification

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Individual/Owner's Signature: _____ Date: 07/10/24
(If different from Agent)

Title: owner

Business Name: Beaute and Le Bar Nail Lounge, LLC

I hereby certify that Trung Le (Applicant) signed his/her name to the forgoing statement after stating to me under oath administered by me that all statements and answers are true and correct.

This 10 day of July, 2024.

Abby Tolbert
Notary Public

My Commission Expires



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Beaute and Le Bar Nail Lounge, LLC

Business Address: 1625 Bass Road, Ste 240, Macon, GA 31210

Instructions:

This form must be completed for each new license or renewal license application for locations selling beer or wine or both, but not distilled spirits, by the package to go.

If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be grounds for denial or revocation of any license issued to you.

Definitions:

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products: at least five different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.
- ☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

- ☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under \$10 per item. These stores are commonly referred to by names such as “dollar stores,” “99 cent stores,” “five dollar stores,” “discount stores,” or “variety stores.” Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.
- ☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.
- ☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.
- ☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria:
1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.
- ☒ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.


Applicant/Agent Signature

1-26-24
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

This form must be completed for each new license application for locations selling alcohol by the package to go or operating as a bar or nightclub.

Pursuant to Sec. 4-1 of the Macon-Bibb County Code of Ordinances,

1. Bar shall mean any business that derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises, in accordance with O.C.G.A. § 3-1-2;
2. Nightclub shall mean any business which:
 - Directly or indirectly charges patrons for admission;
 - Is licensed under this Chapter for the sale of alcoholic beverages for consumption on premises;
 - Provides entertainment using amplified sound, including, without limitation, the playing of pre-recorded music through amplified sound by a DJ or emcee or similar person; the playing of live analog, electronic, or digital musical instruments; the presentation of live human speech or dialogue through amplified sound; or any combination of the above;
 - Which does not provide a number of seats suitable for the viewing of such entertainment greater than or equal to the number of patrons present; and
 - Which does not earn at least fifty percent of its annual gross revenues from the sale of prepared meals or the letting of rooms for overnight stay.

If you are selling alcohol by the package to go or operating a bar or nightclub you must:

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470 to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

If you are not operating as a bar or nightclub or selling alcohol by the package to go, simply check the box on this form for "Exempt" and sign at the bottom.

Pursuant to Sec. 4-40 of the Macon-Bibb County Code of Ordinances,

1. Any establishment selling alcoholic beverages by the package to go must install security cameras, which are, at a minimum, of sufficient quantity, quality, and positioning so as to capture the face and clothing of any person entering into the establishment through any public entrance; or making any purchase from the establishment.
2. Any establishment licensed to sell any alcoholic beverage for consumption on premises, which is operating as a bar or nightclub, is hereby required to install security cameras, which must, at a minimum, be of sufficient quantity, quality, and positioning so as to capture the face and clothing of persons entering into said establishment through any public entrance.

thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

3. A digital security camera system shall be deemed to be "of sufficient quality" of and only if each camera required under this Section meets the following criteria:
 - It is capable of producing an image with a 1080p High Definition (1920 x 1080 pixels) resolution or greater at a minimum frame rate of 15 frames per second;
 - It is maintained in a state of being free of dust or debris that would interfere with the quality of the image being produced; and
 - It is capable of operating in the actual interior or exterior lighting conditions that are present during all operations and times of operation for the establishment, and of producing a clear image of the face and clothing of the persons described in this Section in all such lighting conditions.
4. Such cameras meeting the requirements of this Section must be capable of producing a retrievable image on film, tape, or other suitable digital format that can be made a permanent record and that can be enlarged through projection or other means. Cameras meeting the requirements of this Section shall be maintained in proper working order at all times and shall be subject to periodic inspection by the Sheriff.
5. Establishments required under this Section to install security cameras shall maintain all video images captured thereby for a period of at least thirty days from the date of image capture.
6. The failure to have or maintain security cameras in good working condition, with sufficient backup storage as to permit the retrieval of images as required by this Section shall be a violation of this Section and shall be punishable in accordance with the general provisions of Section 1-6 of this Code, as well as by any adverse action against the alcohol licensure of such business, up to and including the revocation or denial of all existing alcohol licenses held by such licensee.

Business Name: Beaute and Le Bar Nail Lounge, LLC

Business Address: 1625 Bass Road, Ste. 240, Macon, GA 31210

I hereby certify that on this date, I have inspected the security camera and image retrieval system located at the above business and found it to be in compliance with the requirements of Sec. 4-40 of the Macon-Bibb County Code of Ordinances, as stated hereon.

Code Enforcement Department Designee

Date

☒ **Exempt:** Check this box if you are not licensed, not applying for package to go license, or not operating as a bar or nightclub.

Applicant/Agent Signature

Date

Security Camera Compliance Verification Form
Rev. March 2021
Page 2 of 2

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.

	Trung Duc Le	1-26-24
Signature	Print Name	Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.

Signature		Ngoc Pham	1/26/24
		Print Name	Date



Alcohol License Questionnaire

Name of Business: Beaute and Le Bar Nail Lounge, LLC
 Owner's Name: Trung Duc Le
 Address: 1625 Back Road, Ste 240
Macon, GA 31210

1. Do you own or are you leasing your business location? Own Lease
2. If you purchased the building, what was the final sale price as reflected in public records? \$ N/A
3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?
 Please circle one: Relation, see below No Relation
4. If you are leasing the building, will your landlord be involved in the day to day business operations? Yes No
5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? Yes No
6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? Yes No
7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? Yes No

Trung Duc Le
 Printed Name of person completing form

[Signature]
 Signature of person completing form

1-26-24
 Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

This form must be completed by any bar or nightclub operating with an alcohol license which allows or requires security personnel to carry firearms while working. The form shall be submitted upon applying or renewing any license to sell alcohol on the premises. This form is not required for businesses employing certified peace officers in good standing with the Georgia Peace Officer Standards and Training Counsel. Applicants applying for special events which employ armed security personnel are required to submit this form.

Pursuant to the licensing requirements of Sec. 4-550 of the Macon-Bibb County Code of Ordinances, attach the following documentation to this form prior to submission:

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.
2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.

NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.

3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: Beaute and Le Bar Nail Lounge, LLC

Business Address: 1625 Bass Road, Ste 240, Macon, GA 31210

☒ **Exempt:** Check this box if you certify that you will not hire any armed security personnel, or that you are not operating as a bar or nightclub.

Does your business derive 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises? ☐ YES ☒ NO


Applicant/Agent Signature

1-26-24
Date

Armed Security Personnel Required Training Compliance Form
Rev. July 2021
Page 1 of 2

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

*Please list every individual who may be working as armed security personnel at your bar or nightclub. Certified peace officers do not need to be listed and may be added in the future without updating this list. If you hire anybody in the future to work as armed security personnel at your bar or nightclub, this list **MUST** be updated to include that person before they are allowed to carry a firearm while working at your business. Use additional copies of this sheet if necessary.*

IF ANY PERSON NOT ON THIS LIST IS FOUND TO BE WORKING AS ARMED SECURITY PERSONNEL AT YOUR BAR OR NIGHTCLUB, THEN YOU MAY BE SUBJECT TO PENALTIES OF UP TO \$1000 PER VIOLATION AND UP TO 6 MONTHS IN JAIL, AS WELL AS THE LOSS OF ALL ALCOHOL LICENSES ISSUED TO YOU WITHIN MACON-BIBB COUNTY.

1.			
	Name	Date of Birth	GBPDSA Private Security License #
2.			
	Name	Date of Birth	GBPDSA Private Security License #
3.			
	Name	Date of Birth	GBPDSA Private Security License #
4.			
	Name	Date of Birth	GBPDSA Private Security License #
5.			
	Name	Date of Birth	GBPDSA Private Security License #
6.			
	Name	Date of Birth	GBPDSA Private Security License #
7.			
	Name	Date of Birth	GBPDSA Private Security License #
8.			
	Name	Date of Birth	GBPDSA Private Security License #
9.			
	Name	Date of Birth	GBPDSA Private Security License #

Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Beaute and Le Bar Nail Lounge, LLC
2. Name of the subject of this Certificate, if different from the applicant:
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

Trung Duc Le - 50% member
Ngoc Pham - 50% member

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

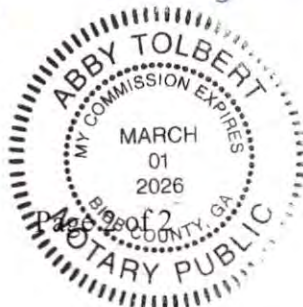
Print and Sign Name

Trung Duc Le

Sworn to and subscribed before me this
24 day of January, 2024.

Abby Tolbert
 Notary Public

My commission expires:



Rev. April 2022
 See O-22-0011

Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Trung Duc Le, owner/member
2. Name of the subject of this Certificate, if different from the applicant:
Beaute and Le Bar Nail Lounge, LLC
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

Trung Duc Le - SO 90 member

Ngoc Pham - SO 90 member

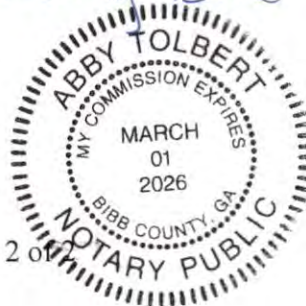
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Print and Sign Name

Trung Duc Le

Sworn to and subscribed before me this
26 day of January, 2024

Abby Tolbert
Notary Public
My commission expires:



Page 2 of 2

Rev. April 2022
See O-22-0011

Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Ngoc Pham, owner/member
2. Name of the subject of this Certificate, if different from the applicant:
Beaute and Le Bar Nail Lounge, LLC
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

Trung Duc Le - 50% member
Ngoc Pham - 50% member

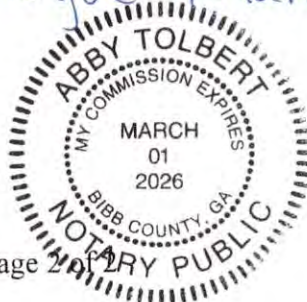
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Ngoc Pham
 Print and Sign Name

Sworn to and subscribed before me this
24 day of January, 2024.

Abby Tolbert
 Notary Public

My commission expires:



Page 2 of 2

Rev. April 2022
 See O-22-0011

Property Owner

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: _____

2. Name of the subject of this Certificate, if different from the applicant: _____

ROF Macon LLC

3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

Stuart KlineAndrew KlineYoel Mayerfeld

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

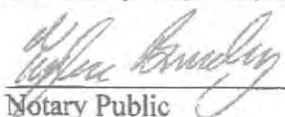
ROF Macon LLC

By: _____

Print and Sign Name

Andrew Kline, Vice President

Sworn to and subscribed before me this

5th day of June, 2024.


 Notary Public
My Commission Expires: Has no expiration.

Tyler Bewley, Attorney at Law
 Notary Public, State of Ohio
 My Commission Has No Expiration Date
 Sec 147.03 RC



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Ngoc Pham - Fingerprints Completed: 08.08.2024
 Trung Le - Fingerprints Completed: 08.08.2024

Business Name: Beaute & Le Bar Nail Lounge LLC

Business Address: 1625 Bass Road, Suite 240, Macon, GA 31210

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	 _____ Sheriff, Macon-Bibb County, Georgia	8/13/2024 _____ Date
Denied	1C561778CDEE414... _____ Sheriff, Macon-Bibb County, Georgia	_____ Date

After investigation, I recommend that the license requested herein be:		
Granted	_____ Mayor, Macon-Bibb County, Georgia	_____ Date
Denied	_____ Mayor, Macon-Bibb County, Georgia	_____ Date

After investigation, I recommend that the license requested herein be:		
Granted	 _____ Clerk of the Macon-Bibb County Commission, Georgia	_____ Date
Denied	 _____ Clerk of the Macon-Bibb County Commission, Georgia	_____ Date



Tax Commissioner's Office
188 Third Street
Macon, GA 31201

Review Form

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

The following required documents are included in the application:

- ☐ Signature form
- ☐ BSO Recommendation letter
- ☐ Proof of Planning and Zoning compliance
- ☐ Affidavit from the Macon-Bibb County Engineer's Department
- ☐ Affidavit from the Macon Telegraph Newspaper

Legal Review 8/15/2024 (Date) ^{DS}
SD (Initials)

Comments

After review, Legal recommends approval.

Initials

^{Initial}
SF

Stephanie Freeman, Administrative Office Specialist



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH EVIDENCE BASED ASSOCIATES, LLC, IN THE AMOUNT OF UP TO \$220,143.00, FOR THE PROVISION OF FUNCTIONAL FAMILY THERAPY SERVICES FOR JUVENILE COURT, TO BE PAID FROM JUVENILE JUSTICE INCENTIVE GRANT FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Juvenile Court has applied for and has been awarded a Juvenile Justice Incentive Grant (“JJIG”) in the amount of \$220,143.00 for Fiscal Year 2025, as provided in Resolution R-24-109; and

WHEREAS, the Macon-Bibb County Juvenile Court intends to use the JJIG funding to provide Functional Family Therapy services to court participants; and

WHEREAS, Evidence Based Associates, LLC is a provider of Functional Family Therapy services, who has previously provided such services to the Juvenile Court; and

WHEREAS, the Juvenile Court has requested that the County enter into an agreement with Evidence Based Associates, LLC for the provision of Functional Family Therapy services in an amount not to exceed \$220,143.00, in substantially the same form as Exhibit A, attached hereto and incorporated herein by reference, to be paid from the JJIG funds; and

WHEREAS, pursuant to subsection 19-10(b) of the Macon-Bibb County Code of Ordinances, competitive procurement of consultants is not required; and

WHEREAS, pursuant to subsection 19-10(b) of the Macon-Bibb County Code of Ordinances, where the total dollar amount of the services to be provided by a consultant is expected to exceed \$25,000, the procurement of such services must be approved by a resolution of the Macon-Bibb County Commission; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement with Evidence Based Associates, LLC., in the amount of \$220,143.00, for the provision of functional family therapy services for the Macon-Bibb County Juvenile Court, as provided in Exhibit A, to be paid from Juvenile Justice Incentive Grant funds.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor, and the Chief Judge of the Macon-Bibb County Juvenile Court, or their designees, the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any

appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2024 Miller Authorizing Agreement With Evidence Based Associates LLC For Juvenile Court - \$220,143.00 8-14-24.Docx

EXHIBIT A

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
MACON-BIBB COUNTY AND EVIDENCE BASED ASSOCIATES, LLC**

THIS AMENDMENT to the Professional Services Agreement Between Macon-Bibb County, Georgia and Evidence Based Associates, LLC dated July 26, 2023 (C-23-0122) (the "Agreement") is made this ____ day of _____, 2024, by and between the Macon-Bibb County, a political subdivision of the State of Georgia, ("**County**"), and Evidence Based Associates, LLC ("**Contractor**"), a South Carolina limited liability company, with a principal office address of 410 East Curtis Ave., Alexandria, VA 22301, collectively the Parties ("**Parties**").

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

- I. The Parties agree to renew the Agreement for an additional one (1) year term beginning July 1, 2024 and terminating, unless renewed for an additional term, on June 30, 2025.
- II. For the purposes of this renewal, Section 2 of the Agreement shall be amended so as to state the following:

Contractor shall receive an amount not to exceed TWO HUNDRED TWENTY THOUSAND ONE HUNDRED FORTY-THREE DOLLARS AND 00/100 CENTS (\$220,143.00) paid on a case-by-case basis during the grant program beginning July 01, 2024 and ending June 30, 2025. An invoice shall be submitted by the Contractor to the Juvenile Court on the last day of the month reflecting that month's cases. Invoices must be submitted no later than the 10th day of the following month for payment. Payment shall be made by County to Contractor within thirty business days of the court's approval of invoice.

County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by this Agreement. Any amount charged to County in excess of the amount stated in this Agreement must be approved by County in writing in the form of an Amendment prior to performance of services. County is tax exempt and cannot agree to pay State or Federal taxes. Compensation pursuant to this Agreement is subject to and limited to the availability of grant funding..

- III. For the purposes of this renewal, Section 2 of the Agreement shall be amended so as to state the following:
This Agreement shall be effective as of July 1, 2024. Contractor shall immediately commence performance of services upon its receipt of the fully executed Agreement. This Agreement shall continue in full force and effect until June 30, 2025, at which time this Agreement shall terminate absolutely and without further obligation on the part of the County, unless sooner terminated pursuant to this Agreement. Upon expiration of the initial term of this Agreement, this Agreement shall automatically renew, provided Contractor's duties have not been completed, for two (2) additional consecutive renewal terms of one year each. This Agreement is subject to the availability of grant funding and will terminate automatically should grant funding not be available to fund this Agreement.

- IV. All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first above written.

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor Date _____

Attested: _____
Janice S. Ross, Clerk of Commission Date _____

Juvenile Court of the Macon Judicial Circuit:

By: _____
Thomas J. Matthews, Chief Judge

By: _____
Chefferre L .Young, Judge

Evidence-Based Associates, LLC:

By: _____ Date _____

Attested: _____ Date _____
_____(Title)

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND EVIDENCE-BASED ASSOCIATES, LLC**

This Professional Service Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("County"), a political subdivision of the State of Georgia, and Evidence-Based Associates, LLC ("Contractor"), a South Carolina limited liability company, with a principal address of 410 East Curtis Avenue, Alexandria, VA 22301, collectively the "Parties."

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

1. Scope of Services

Contractor shall provide services agreed to by Macon-Bibb County and the Contractor in cooperation with program staff and as specifically detailed in Exhibit A – Request for Professional Services 23-044-NT and the Response thereto ("Exhibit A"). Generally, the services to be provided by the Contractor shall include, but are not limited to, the following:

- a) Provide functional family therapy in accordance with the goals and objectives as outlined in the Juvenile Justice Incentive Grant Program;
- b) Attend the multi-disciplinary team staffing twice a month as coordinated by the Delinquency Program Coordinator in order to collaborate with other service providers in the creation of the treatment plan, provide progress reports on program participants, and update treatment plans according to progress/set-backs of program participants;
- c) Provide weekly and end-of-month reports for each case;
- d) Work closely with Juvenile Delinquency Program Coordinator for close monitoring of youth participant and communication with the Court;
- e) Provide invoices to the County that are reflective of sessions per month for each individual case, this will change from month to month;
- f) Develop and confirm a program budget in coordination with the County and in compliance with the County requirement;
- g) Subcontract with and manage any approved direct service provider in accordance with Federal, State and/or County procurement and fiscal management guidelines;
- h) Coordinate with model dissemination organizations, including, arranging for licensure of selected providers, training for front-line staff and supervisors, and ongoing consultation with provider agencies to ensure fidelity to proven program models;
- j) Engage in appropriate stakeholder communications and education to ensure sustainability of funding and effort;
- k) Ensure all therapists, supervisors and facilitators receive initial and ongoing training;

All services shall be performed in accordance with federal, state, and local laws. Contractor will maintain current certifications, licenses, and permits as required for services provided to the County. Any changes to this Scope of Services shall be made in writing and mutually agreed upon by the Parties. Contractor is not obligated to perform services beyond what is contemplated by this Agreement.

2. Compensation

Contractor shall receive an amount not to exceed THREE HUNDRED TWENTY-SIX THOUSAND THREE HUNDRED FORTY-SIX DOLLARS AND 00/100 CENTS (\$326,346.00) paid on a case-by-case basis to serve up to 70 youth during the grant program beginning July 01, 2023 and ending June 30, 2024. An invoice shall be submitted by the Contractor to the Juvenile Court on the last day of the month reflecting that month's cases. Invoices must be submitted no later than the 10th day of the following month for payment. Payment shall be made by County to Contractor within thirty business days of the court's approval of invoice.

County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by this Agreement. Any amount charged to County in excess of the amount stated in this Agreement must be approved by County in writing in the form of an Amendment prior to performance of services. County is tax exempt and cannot agree to pay State or Federal taxes. Compensation pursuant to this Agreement is subject to and limited to the availability of grant funding.

3. Term

This Agreement shall be effective as of July 1, 2023. Contractor shall immediately commence performance of services upon its receipt of the fully executed Agreement. This Agreement shall continue in full force and effect until June 30, 2024, at which time this Agreement shall terminate absolutely and without further obligation on the part of the County, unless sooner terminated pursuant to this Agreement. Upon expiration of the initial term of this Agreement, this Agreement shall automatically renew, provided Contractor's duties have not been completed, for three (3) consecutive renewal terms of one year each. This Agreement is subject to the availability of grant funding and will terminate automatically should grant funding not be available to fund this Agreement.

4. Termination for Convenience

Either Party may terminate this Agreement, or any part of this Agreement, upon thirty (30) days written notice, with or without cause, and with no penalty or additional cost beyond the rates stated in this Agreement. In the event of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination.

5. Termination for Cause

Commission of any of the below listed offenses by Contractor, or its employees or subcontractors, may result in immediate termination of this Agreement by the County for cause:

- a) Arrest for a felony offense;
- b) Arrest and conviction for a misdemeanor offense which involves substance abuse;
- c) Acts involving moral turpitude;

- d) Fraternization outside the professional context with any participant of the program; or
- e) Conduct detrimental to the goals of the program in the sole discretion of the Juvenile Court.

6. Fiscal Non-Appropriation Clause

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. In the event that there ceases to be appropriated funds available to pay any obligation under this Agreement, the County shall have the right to terminate this Agreement immediately.

6. Performance Standards

Contractor shall perform the services contemplated by this Agreement using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Individuals providing services under said Contractor must submit to a background check prior to working with any youth referred to the program.

7. Independent Contractor

Contractor is an independent contractor and not an agent, partner, joint venturer, or employee of County, State of Georgia, or the Juvenile Court of the Macon Judicial Circuit. Neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Contractor will be responsible for and compensation paid under this Agreement shall include the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in performing services and complying with this Agreement. Contractor will not make any representations, warranties, or commitments binding the County without the County's written consent. The compensation set forth in this Agreement shall be the sole payment for services rendered. Contractor shall provide county with a W-9 form for each term for which services are performed. Contractor and County agree that Contractor will be free to contract for similar services to be performed for other employers while under Contract with County.

Contractor acknowledges and agrees that Contractor is not entitled to receive Unemployment Insurance Benefits or Worker's Compensation Coverage. Further, Contractor is obligated to pay Federal and State Income Tax on any moneys received from County for services provided under this Agreement.

8. Subcontracting and Assignment

Contractor shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent. Should Contractor subcontract any services, Contractor shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be

binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Contractor has under this Agreement; and in no circumstances shall the County's responsibilities towards subcontractor be greater than County's responsibilities to Contractor under this Agreement.

9. Conflicts of Interest

Contractor and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

10. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Contractor or any Officer, employee, representative, or agent of Contractor. Contractor shall have no obligations under this Section to the extent that any Claim arises as a result of Contractor's compliance with County law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

11. Insurance

County, the Juvenile Court for the Macon Judicial Circuit, or the State of Georgia, by virtue of grant conditions, may require the Contractor to purchase certain insurance in the court of operating pursuant to this Agreement. County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of County, and Contractor assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

12. Confidential Information and Open Records

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

13. Audit Clause

County or its authorized agent shall have the right to audit and inspect financial records pertaining to services offered under this Agreement from time to time during the contract term, upon reasonable notice to Contractor and during Contractor's ordinary business hours.

14. Publicity

Contractor shall not release without prior written approval from County, any publicity regarding services provided, including but not limited to, notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor, identifying County as receiving goods or services under this Agreement.

15. Confidentiality

Contractor shall not disclose, directly, or indirectly, any confidential information or trade secrets of County without prior written consent of County or pursuant to a lawful court order directing such disclosure.

16. Discrimination and ADA Compliance

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

17. Drug Free Workplace

Contractor and any subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

18. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:

Macon-Bibb County, Georgia
Attn: Mayor
700 Poplar Street
Macon, Georgia 31202-0247

For Contractor:

Evidence Based Associates, LLC
Attn: Terri Barnes (Project Director Georgia)
2436 Steinbeck Lane
Powder Springs, Georgia 30127

Copy To:

Macon-Bibb County
Attn: County Attorney's Office
PO Box 247

Macon, Georgia 31201

Copy To:
Juvenile Court of the Macon Judicial Circuit

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

19. Force Majeure

Any delay or non-performance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

20. Dispute Resolution and Jury Trial

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties may try in good faith to settle the dispute by mediation before resorting to some other dispute resolution procedure or litigation; however, mediation is not a required pre-condition to litigation. Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County State or Superior Court, or the Federal District Court for the Middle District of Georgia (Macon Division). County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

21. Attorney's Fees

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

22. Authority to Execute

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

23. Counterparts

This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

24. Electronic Representations and Records

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or

otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

25. Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

26. Severability

In the event that any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

27. Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

28. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations or agreements, oral or written, between the Parties pertaining to the same subject matter. This Agreement may only be amended or modified in writing by consent of both Parties. Contractor may not unilaterally amend or modify this Agreement by including provisions in its invoices, or other business forms, which shall be deemed objected to by County and of no force or effect.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of July 1, 2023.

Macon-Bibb County:

By: *Lester M. Miller*
Lester M. Miller, Mayor

7/20/2023
Date

Attested: *Janice S. Ross*
Janice S. Ross, Clerk of Commission

7/20/2023
Date

Juvenile Court of the Macon Judicial Circuit:

By: *Thomas J. Matthews*
Thomas J. Matthews, Chief Judge

By: *Cheferre L. Young*
Cheferre L. Young, Judge



Evidence-Based Associates, LLC:

By: *Nicole Janer*

7.26.2023
Date

Attested: *[Signature]*
Co. Project Director (Title)

7.26.2023
Date

Q:\CONTRACTS\23-004-NT Evidence Based Associates - JJIG Functional Family Therapy - \$326,346.docx

EXHIBIT A



MACON-BIBB COUNTY, GEORGIA
Request for Professional Services (RPS)
FOR

Juvenile Justice Incentive Grant Program

Functional Family Therapy Services

23-044-NT

952-04
948-86
952-17
948-76

MACON-BIBB COUNTY

ISSUE DATE: April 14, 2023

BIDS DUE NO LATER THAN 12:00 NOON ON THURSDAY, May 11, 2023

Macon-Bibb County Procurement Department

(Attn Nan Tharpe)

700 Poplar Street

Suite 308

Macon, Georgia 31201

GENERAL

A. Invitation

Notice is hereby given that Macon-Bibb County will receive responses to the Request for Professional Services (original **plus 5 copies and Flash Drive**) in the Procurement Department, 700 Poplar Street, Room 308th Floor, Macon, Georgia 31201, until **12:00 o'clock NOON** at the time legally prevailing in Macon, Georgia on **Thursday, May 11, 2023**, for State of Georgia Accountability Courts Grant for Macon- Bibb County.

NO BIDS WILL BE ACCEPTED AFTER THE ABOVE TIME.

The names of responding firms will be publicly read on **Thursday, May 11, 2023, at 2:00 P.M.** in the Macon-Bibb County Procurement Department Conference Room, located on the 3rd Floor of the Macon-Bibb County Government Center at 700 Poplar Street, Macon Georgia 31201.

B. Definitions

Wherever the term "Owner", "County", or "Macon-Bibb County" occur in this document, it shall mean Macon-Bibb County, a political subdivision of the State of Georgia acting through the Macon-Bibb County Board of Commissioners.

C. Solicitation Documents

Announcement of this Request for Professional Services may also be posted on the Macon-Bibb County website at www.maconbibb.us/purchasing and on the Georgia Procurement Registry website https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp

D. Insurance Requirements

Insurance coverage shall be carried with an insurance company licensed to do business in the State of Georgia. All coverage should be written with insurance company with a Best Rating of A or better. Insurance shall be obtained prior to commencement of work and shall remain in force throughout the period of the contract. Macon-Bibb County shall be named as additional insured on the policy.

Workers' Compensation: Statutory
Commercial General Liability:

Each Occurrence Limit:	\$1,000,000
Personal & Advertising Injury Limit:	\$1,000,000
General Aggregate Limit:	\$2,000,000
Products/Completed Ops. Aggregate Limit:	\$2,000,000
Automobile Liability (Combined Single Limit):	\$1,000,000
Professional Liability (malpractice):	\$1,000,000

E. Submittals

Responses must be sealed and identified on the outside of the package as and delivered to

"RPS# 23-044-NT – "Juvenile Justice Incentive Grant Program Functional Family Therapy Services"

Macon-Bibb County Procurement Department

700 Poplar Street

Room 308

Macon, Georgia 31201

Telephone: (478) 300-2373

Any questions related to this solicitation shall be directed to the following contact person. No contact is to be made to anyone other than the contact listed. Such contact may result in disqualification from the proposal process.

Email: ntharpe@maconbibb.us

All questions or concerns regarding this solicitation should be made via email only. The deadline for questions is May 1, 2023, at 5:00 P.M. EST.

Submissions may not be withdrawn for a period of one hundred and twenty (120) days after the deadline on date of closing. Macon- Bibb reserves the right to reject any and all submissions and to waive technicalities and formalities. Respondents shall carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Submittals and any other information submitted by in response to the RPS shall become the property of Macon-Bibb County.

F. Responsiveness

In order to be considered "*responsive*" the submission must include completed copies of the following documents:

- a) Bid Form
- b) Attachment A Forms

G. Responsibility

In order to be considered "*responsible*" the submitting firm must meet the following minimum qualifications:

- 5-10 years demonstrated experience overseeing/managing operations for a statewide implementation of evidence-based program FFT program.
- 5-10 years demonstrated experience monitoring and managing the fidelity of evidence based FFT program in a statewide project.
- 5-10 years demonstrated experience coordinating training, coaching, certification and technical assistance for evidence based FFT program in a statewide project.
- 5-10 years demonstrated capability in the development of data management and outcome of evidence based FFT program being delivered.
- Licensed to do business in the State of Georgia

Financially and legally responsible to perform the services included herein.

H. Reservations

Macon-Bibb County will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law.

Each submission should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RPS. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the Owner's needs.

Macon-Bibb County makes no guarantee that an award will be made as a result of this RPS and reserves the right to accept or reject any or all submittals, with or without cause, waive any formalities or minor technical inconsistencies, or delete any item/requirement from this RPS or contract when deemed to be in the Owner's best interest. The implementation of this program will ONLY be possible if Macon-Bibb County is awarded said grant funds.

The implementation of this program is subject to and will **ONLY** be possible if Macon-Bibb County is awarded a Juvenile Justice Incentive Grant or other Accountability Court grant funding for the continuation of its Juvenile Justice Program Each Year as follows:

- a) Year 1: July 1, 2023, and end June 30, 2024
- b) Year 2: July 1, 2024, and end June 30, 2025
- c) Year 3: July 1, 2025, and end June 30, 2026

The Program anticipated implementation shall begin and end as follows:

- a) Year 1: July 1, 2023, and end June 30, 2024
- b) Year 2: July 1, 2024, and end June 30, 2025
- c) Year 3: July 1, 2025, and end June 30, 2026

Macon-Bibb County will consider only representations made within the submission in response to this RPS. Owner will not be bound to act by any previous knowledge, communication, or submission by the firms other than this RPS.

Failure to comply with the requirements contained herein may result in the submission being deemed "non-responsive" or "non-responsible". Nonresponsive submissions will not be reviewed for potential award.

II. BACKGROUND

The Court/Department seeks proposals from qualified non-profit, for profit, and governmental Management Entities to develop, manage and ensure fidelity of delivery of an evidence-based continuum of care within Macon-Bibb County specific to Functional Family Therapy (FFT). This continuum of care will reduce recidivism by addressing the criminogenic needs of youth under the custody and/or supervision of the Juvenile Court and by strengthening family supports. FFT is a culturally sensitive clinical prevention and intervention program that encompasses the family unit in addressing multi-layered issues of the high-risk youth. FFT is flexible in structure and concentrates on increasing protective factors in order to decrease risk factors of the adolescent. Therapeutic work concentrates on intrafamily and extrafamily capabilities (i.e., values, resources, communication, sources of resistance) in order to reduce problem behaviors found among family relational patterns. FFT focuses on a change of behavior within the individual through skill training among family members, parenting, problem-solving and conflict management. FFT has proven to be effective in reducing antisocial behavior among diverse populations of serious and chronic juvenile offenders. The usual duration of FFT treatment is up to thirty (30) sessions (for high-needs family units) over the course of three (3) months to six (6) months.

III. SCOPE OF SERVICES

The purpose of the proposed project is to provide effective, evidence-based, community-based alternatives to incarceration for youth involved in the juvenile justice system. Youth who are referred to this project will be identified as being at moderate or high risk of recidivism: as being at high risk of violating their probation; or being at high risk of placement in a residential program and/or at risk for detention at RYDC/YDC or commitment to the Department of Juvenile Justice. Services shall address the youth's behavior or actions that have contributed to the violation of their probation or that have placed the youth at high risk of out of home placement. Such services shall be delivered in the community where the youth reside, thus permitting the youth to continue living at home and fulfilling any court-ordered sanctions.

Scope of Services includes:

- Development and confirmation of a program budget in coordination with County and in compliance with County requirement.
- Preparation of requests for proposals for any proposed subcontracted direct therapeutic service providers to be incorporated into the program.
- Presentation of received bids of proposals for approval of the County prior to selection.
- Subcontracting with and management of any approved direct service provider in accordance with Federal, State and /or County procurement and fiscal management guidelines as appropriate or as may be particularly required under any grant terms and conditions.
- Responsibility or monitoring and ensuring compliance with fidelity of service delivered by to program participants (including any services delivered or implemented by any subcontracted direct service providers)
- Coordination with model dissemination organizations, including, arranging for licensure of selected providers, training for front-line staff and supervisors, and ongoing consultation with provider agencies to ensure fidelity to proven program models.
- Responsibility for the oversight of all therapeutic program reporting requirements: ensuring the proper collection of data and responsibility for ensuring that reporting of program outcomes, including monthly reporting for grant requirements, are complete accurately and timely.
- Attending regular (i.e., monthly, quarterly, and annual) reporting on key performance indicators.
- Collaboration with referral agencies and Juvenile court to ensure high utilization of program.
- Engage in appropriate stakeholder communications and education to ensure sustainability of funding and effort.
- Ensure (and/or provide that) all therapists, supervisors and facilitators receive initial and ongoing training in the program model from and appropriate national dissemination organization to ensure model adherence.
- Breakage of all required training for all selected service providers
- Provide such additional provider readiness, technical assistance, and support activities to ensure provider effectiveness.
- Provide a clinical team of up to 4 clinicians who shall work together by regularly staffing cases, attending follow-up training, and participating in ongoing telephone supervision.

Target Population

The Target population ranges from at-risk preadolescents to youth with very serious problems such as conduct disorder, violent acting-out, and substance abuse. FFT is conducted as a home-based intervention and is applied to a wide range of problem youth and their families in various multi-ethnic, multicultural contexts.

FFT targets DJJ/Court-referred youth aged 11-18; younger siblings of referred adolescents will become part of the intervention process.

Intervention ranges, on average, from 8 to 12 one-hour sessions for mild cases and up to 30 sessions of direct service for more difficult situations. Sessions are spread over a 3-month to 6-month period.

The FFT provider shall serve at least 65 youth during each grant cycle, subject to change based on grant amount awarded.

All youth receiving services under this Program MUST score a medium to high on the Pre-Disposition Risk Assessment (PDRA) and is appropriate to the FFT program.

IV. SUBMITTAL FORMAT AND REQUIREMENTS

Submissions must be limited to a total of **fifty (50) pages** and must be organized in a manner to display the required information in easily accessible tabs labeled:

Service Provider Background

- Letter of Interest
- History of the Provider (including years in business)
- Contact information (including address (es), telephone/Fax numbers, email, etc.)
- Structure of the firm (include principal(s), project team, if applicable)

Experience

- Resume(s) of key personnel
- Level of experience of facilitators (include resumes, certifications, etc.)
- Reference list of customers to whom similar services have been supplied.
- History/experience of implementation of program; (i.e., months/dates of program implementation; location of implementation; successes)

Service Provision Approach

- Proposed program to be implemented.
- Address how expected program implementation will directly affect the goals/objectives of the proposed pilot program. (Refer to Scope of Services for the Goals and Objectives.)

Project Timeline

- Proposed schedule of service delivery
- Provide a project schedule outlining each identified deliverable.

Budget

- Please present budget for direct services per juvenile. This grant will not allow for indirect services, such as rent, food, transportation, staff training and /or administrative costs.

Required Submission Documents

- Attachment A – Does not count against 50-page limit.

V. SCORING

Category	Possible Points
Qualifications of the Organization	20
Qualifications of the Lead Professional	20
Experience of the Organization	10
Experience of the Lead Professional	10
Description of How the Organization will address, incorporate and coordinate all components of the Scope of Work	25
Total Bid Price	15
Total Possible Number of Points Available	100

VI. AWARD BASIS

Award will be recommended to the respondent with the highest number of points. Upon selection, the winning bidder will be required to provide an updated policy specific to COVID-19 best practices and specific listing of how services will be provided as well as its company's Appropriate Professional Relationships policy. Failure to or the inability to supply these documents may result in disqualification.

Addendum Acknowledgement

Macon-Bibb County Board of Commissioners
Nan Tharpe, Procurement Officer II
Macon-Bibb County, Procurement Dept.
700 Poplar Street
Suite 308
Macon, Georgia 31201

DATE: _____

Juvenile Justice Incentive Grant Program
Functional Family Therapy Services
Macon-Bibb County
Bibb County, Georgia

Dear Nan Tharpe:

1. We have examined the Specifications, related documents, and the site of the proposed Work, and are familiar with all the conditions surrounding this project, including the availability of materials and labor, and hereby bid to furnish all materials and labor, and to complete the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under these Specifications, of which this bid is part.
2. ADDENDUM RECEIPT:
 - a. We acknowledge our responsibility to ensure that all addenda have been received prior to the submission of a bid.
 - b. Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____
3. We agree to commence actual physical work on site, with an adequate force and equipment within the timeframe presented in the specifications and to complete fully all work within the stated timeframe following notice to proceed.

VII. We agree that this bid may not be revoked or withdrawn after the time set for the opening of bids and shall remain open for acceptance for a period of sixty (60) days following such time.

4. In case of written notification by mail, telegraph, or delivery of the acceptance of this bid within sixty (60) days after the time set for the opening of bids, the undersigned agrees to execute within ten (10) days a Contract for the Work for the below stated compensation and at the same time to furnish and deliver to the Owner a Performance Bond and a Payment Bond, both in an amount equal to one-hundred-percent (100%) of the Contract Sum.
5. Enclosed herewith is a Bid Bond in the amount of five percent (5%) of the total base bid. We agree that the above stated amount is the proper measure of liquidated damages that the Owner will sustain by the failure of the undersigned to execute the Contract and to furnish the Performance Bond and the Payment Bond.

BID FORM

Juvenile Justice Incentive Grant Program Functional Family Therapy Services

Total Bid Price	\$

I certify that my bid meets these minimum specifications. This bid shall be valid and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Total Bid price based on Award of Grant Fund.

Respectfully Submitted,

Authorized Signature: _____ Dated: _____

Typed Name: _____ Title: _____

BID FORM

Juvenile Justice Incentive Grant Program Functional Family Therapy Services

Total Bid Price	\$ 373,932

I certify that my bid meets these minimum specifications. This bid shall be valid and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Total Bid price based on Award of Grant Fund.

Respectfully Submitted,

Authorized Signature: Nicole Janer Dated: Apr 24, 2023

Typed Name: Nicole Janer Title: Director of Operations

ORIGINAL

**Prepared in Response to Request for Professional Services
RPS # 23-044-NT**

for

Juvenile Justice Incentive Grant Program

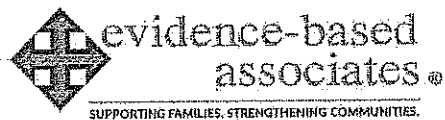
Functional Family Therapy Services

Submitted to:



Macon-Bibb County Procurement Department
Attn: Nan Tharpe
700 Poplar Street, Room 308
Macon, Georgia 31201

Submitted by:



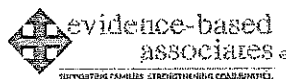
Evidence Based Associates
2436 Steinbeck Lane
Powder Springs, Georgia 30127

May 11, 2023



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I. Service Provider Background

a. Letter of Interest

Macon-Bibb County Procurement Department
700 Poplar Street, Suite 308
Macon, Georgia 31201
Attn: Nan Tharpe

Dear Ms. Tharpe:

Enclosed herein is a proposal submitted on behalf of Evidence Based Associates (EBA) in response to the Macon-Bibb County Request for Professional Services, **"RPS # 23-044-NT for Juvenile Justice Incentive Grant Program Functional Family Therapy Services."** It has been our honor serving as managing entity for Macon-Bibb County for the past 8 years, and our hope is to continue this partnership under the new grant term. If selected, EBA and the subcontractor are fully staffed and prepared to provide services without interruption on the start date of July 1, 2023.

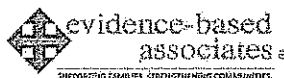
In accordance with published guidelines issued with the RPS, enclosed you will find one (1) original proposal and five (5) identical copies along with a flash drive containing an electronic version of the original. All required submission documents are identified as Attachment A in the proposal package. Exhibit A is included to highlight resumes of the direct service staff.

Thank you for your attention to this proposal and consideration of its merits. We look forward to hearing from you upon review.

Sincerely,



Nicole Janer
Director of Operations



b. History of Provider

Founded in 2004, Evidence Based Associates (EBA) was established through collaborative agreement by leaders representing top-tier, evidence-based programs (EBPs) who envisioned partnering with states and large systems to transform child- and family-serving systems across the US. Over time, EBA's expertise in implementation support and project management has been applied to adults involved in the criminal justice system including those considered at highest risk of gun violence and eligible for participation in Community Violence Intervention (CVI) programs.

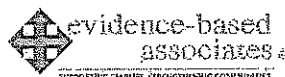
For the past two decades, EBA has been actively helping states and other public systems on these transformational activities – namely, to identify, adopt, and implement high-quality (i.e., Well-Supported) EBPs for children, youth, young adults, and families at highest risk of serious system consequences such as child removal or incarceration (i.e., in the juvenile or criminal justice systems). Utilizing its scientifically-grounded implementation support tools and resources, EBA guides states and large systems through stages of exploration, preparation, implementation, and sustainability that address barriers to achieving optimal program quality, clinical and programmatic fidelity, and positive outcomes. By focusing exclusively on implementation support (i.e., not engaging simultaneously in the delivery of clinical services), EBA is able to focus on the key systemic factors that drive successful and high-fidelity EBP implementation.

Guided by our project implementation experiences across multiple jurisdictions, EBA has developed tools (e.g., hiring toolkits), resources (e.g., data collection and reporting protocols), and practices (e.g., capacity-building activities) that assist direct service providers (DSPs) – especially smaller, community-based providers -- in their efforts to deliver high-quality EBPs with high fidelity without introducing any conflicts of interest. Throughout its history, EBA has provided technical assistance, implementation support, and fidelity monitoring related to EBP implementation in numerous jurisdictions including the District of Columbia; the Commonwealth of Virginia; and the City of New York; and the states of Florida, Georgia, Louisiana, Texas, and Washington. In most cases, EBA contracts directly with state agencies (child welfare, juvenile or criminal justice, or behavioral health) and manages all 'downstream' implementation project management activities.

EBA also has a well-earned reputation for supporting local leadership, for innovation, and for achieving meaningful outcomes for families involved with either juvenile justice or child welfare systems by leveraging the full capacity of the EBPs it implements and by building local networks and relationships. EBA's leaders have published peer-reviewed manuscripts, book chapters, and blogs on the implementation of EBPs. Our team has sponsored and presented at conferences focused on evidence-based programs (e.g., Blueprints Conference) for over a decade.

EBA's mission is to strengthen families and support communities through the high-quality implementation of evidence-based programs. EBA's four core values represent what we strive to bring to the relationship with each of our clients:

- Efficiency – utilization of operational and business management “best practices”
- Cost-effectiveness - delivering the highest quality, highest rated community-based programs with the best overall value to the state



- Lowered Risk - ensuring that evidence-based programs are implemented as intended, as supported by science, while reducing the reliance of the system on more expensive (and usually less effective) alternatives
- Accountability -- holding ourselves and our project partners accountable for results

EBA's vision is to help states and systems create behavioral health care systems in which children, youth, adults, and families have access to the highest quality behavioral health care -- when and where they need it -- in ways that are acceptable and empowering to them, while leveraging the best available science on 'what works.' EBA strives to provide thought leadership and partnership in behavioral health systems to help leaders bring about systemic reform that is efficient, cost effective, lower risk, and improves accountability in the overall system.

c. Contact Information

Primary contact(s) for this proposal:

Terri Barnes
Project Director (Georgia)
2436 Steinbeck Lane
Powder Springs, Georgia 30127
Telephone (mobile): 770-990-6046
Email: tbarnes@ebanetwork.com

Nicole Janer
Director of Operations
1005 Ward Circle
Oviedo, FL 32765
Telephone (mobile): 315-317-6025
Email: njaner@ebanetwork.com

Evidence Based Associates also has satellite offices in the following locations:

Dan Edwards, Ph.D
Senior Director
315 E. Oak Street
Alexandria, VA 22301

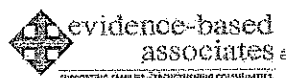
EBA will continue to sub-contract with Grace Harbour, Inc., a Georgia-based service provider, for the delivery of Functional Family Therapy (FFT) to the Macon-Bibb County Juvenile Court.

Sub-Contractor Name:

Grace Harbour, Inc.

Corporate Office Address:

200 Westpark Drive, Suite 325, Peachtree City, GA 30269



Founded in 2006, Grace Harbour, Inc. opened its doors with a strong desire to help others and to assist people with the challenges of daily life. Since 2006, Grace Harbour has grown into a service area within Georgia consisting of twenty-three counties, with seven office locations, and has developed a comprehensive care continuum of behavioral health services, evidence-based treatments, and training programs. Grace Harbour is owned by ncgCARE, Inc., and belongs to a network of behavioral health providers along the east coast, which includes agencies in Virginia, West Virginia, North Carolina, and Georgia.

Grace Harbour has a dedicated history providing EBPs since 2013. At that time, Grace Harbour was selected to provide Functional Family Therapy (FFT) in Georgia. Over the past 9 years, FFT programs have extended to Coweta, Fayette, Meriwether, Hall, Rockdale, Muscogee, Macon-Bibb, Lowndes, Dekalb, and Dougherty Counties. In addition to FFT, Grace Harbour's passion for providing EBPs now includes Multisystemic Therapy (MST) services in Cherokee, Chatham, Clayton, Dekalb, Hall, Troup, and Muscogee Counties, as well as currently Aggression Replacement Training (ART), Trauma-Focused Cognitive Behavioral Therapy (TF-CBT).

Grace Harbour is accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF), which reflects their continuous commitment to providing superior outpatient mental health and substance abuse treatment services to children, adolescents, and adults. As a CARF accredited organization, Grace Harbour has been recognized for its commitment to excellence, continually striving to improve efficiency, fiscal health, and service delivery -- creating a foundation for satisfaction by those they serve.

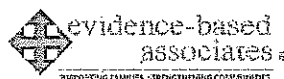
Grace Harbour also has office locations in Chatham County, Coweta County, Muscogee County, Pike County and Hall County. In addition to its Georgia presence, Grace Harbour also has four office locations throughout the state of South Carolina where it offers evidence-based programming to all counties in the state.

d. Structure of the Firm

EBA has established a visible and highly regarded presence throughout the state of Georgia subsequent to its involvement as managing entity in numerous counties participating in the Juvenile Justice Incentive Grant program. With expertise in providing the knowledge, management experience, resources, and infrastructure needed to implement EBPs as they are intended, EBA is the only such general contractor organization solely dedicated to high-fidelity implementation of EBPs.

The key management team who will be associated with Functional Family Therapy (FFT) initiative in Macon-Bibb County will include:

Terri Barnes, Program Director - based in Cobb County, Georgia, she is responsible for overseeing day-to-day aspects of the FFT program in Macon-Bibb County. This includes coordination of the contracting, implementation support, and ongoing fidelity monitoring of the program in conjunction with Grace Harbour and juvenile court leadership and staff from the four participating counties. In addition, she will serve as the central point of contact for the project with respect to all local stakeholders, FFT national training and certification body, Grace Harbour and EBA.



Margaret McAlister, Human Resources Generalist - will take the lead on EBA's hiring process (i.e., for announcing and selection of qualified facilitators and therapists for Grace Harbour) and will also directly oversee the hiring of EBP staff who will be delivering the programs using EBA's EBAssets™ toolkits that she developed for the firm. Ms. McAlister has been with EBA for nearly 13 years after serving in a variety of HR leadership roles in the private sector for over 30 years.

EBA's Senior Leadership team members include:

EBA's Senior Director of Operations, **Nicole Janer**, was the lead Project Director for EBA's landmark program, the Florida Redirection Project, and she now oversees all of EBA's project activities including our work in the State of Georgia, the Commonwealth of Virginia, the City of New York, and the District of Columbia. Janer's past experiences as a vocational counselor, director of a parent advocacy and training organization, implementer of a federal demonstration project for system changes with youth with developmental disabilities and an administrator of a provider organization have all proven to be beneficial in her role with EBA.

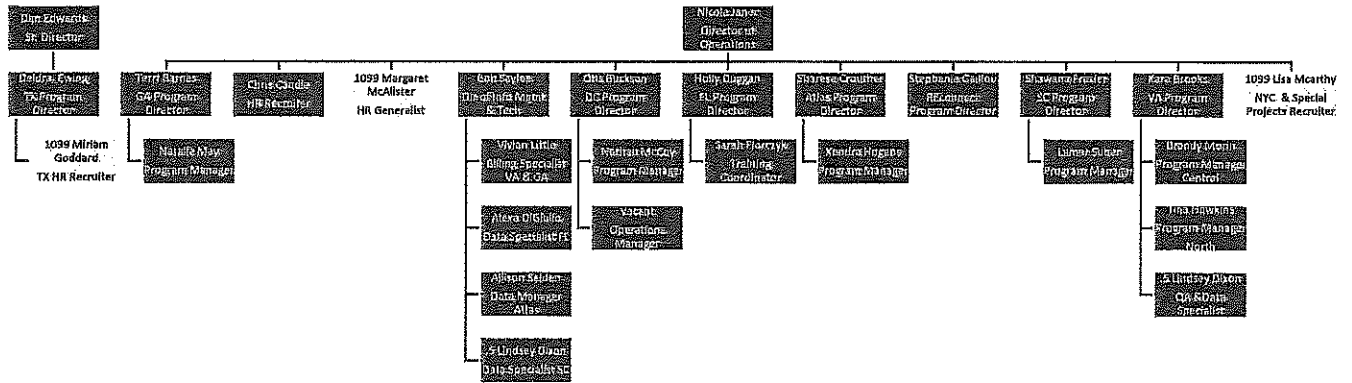
EBA's Senior Director of Strategy and Growth, **Dan Edwards, Ph.D.**, obtained his doctorate in Clinical and Health Psychology from the University of Florida (Gainesville) in 1997. Dr. Edwards' career has focused on the provision of technical assistance, implementation resources, and project management support related to the implementation of evidence-based programs. Prior to his current work, he was Clinical Professor at the Medical University of South Carolina and Vice-President at MST Services. Dr. Edwards is presently a member of the Society for Implementation Research Collaboration (SIRC); the Global Implementation Society (GIS); and an Associate Editor for the journal Global Implementation Research and Applications (GIRA).

EBA's Director of Information Management and Technology, **Robert Sayles** has 18 years of experience working in the data management and internet technology field. He has also worked in finance and audit areas within multiple private and public corporations. He has a bachelor's degree in accountancy from the University of Notre Dame and a master's degree in business administration from Regis University. Before joining Evidence-Based Associates, Sayles was the director of information technology for Liberty Resources (NY), a human services provider and was responsible for the daily maintenance and upkeep of the agency's computers, software, and analysis. Sayles is responsible at EBA for the development and maintenance of our EBP dashboards and updating them monthly.

The organizational chart below illustrates the complete structure of EBA. Resumes of key personnel serving the Macon-Bibb County project follow the org chart.



*Evidence Based Associates
As of April 2023*



II. Experience

a. Resumes of Key Personnel

Nicole Janer, Director of Operations

Nicole will provide leadership on Project Operations and overall performance in Macon-Bibb County. Ms. Janer will also directly supervise the Program Director and will provide on-site support in the areas of utilization tracking, fidelity monitoring, and fiscal oversight. Ms. Janer will oversee the field implementation of Functional Family Therapy and provide executive level liaison services between Macon-Bibb County Juvenile Court officials, EBA, Grace Harbour and other key partners.

Nicole Janer

Address: 1005 Ward Circle Oviedo, FL 32765;
(p) 315-317-6025 (f) 267-295-1896; njaner@ebanetwork.com

10/04 to Present: Director of Operations, Evidence Based Associates

Manages the implementation of Juvenile Justice Incentive Grant in Georgia through the Criminal Justice Coordinating Council utilizing Evidence –Based Treatments. Managed the implementation of the roll out of A Families First Project in D.C. with the Department of Behavior Health, utilizing Evidence –Based Treatments

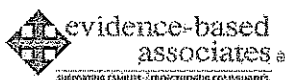
Managed the growth of a 1.8 pilot demonstration project to provide evidence-based services in FL to an \$11 million contract in 3 years. Engaged Stakeholders including Judicial branches, Public Defender, State Attorney, Probation Department, Office of Program Policy Analysis and Governmental Accountability in the Demonstration Project

1996–10/04: Executive Director, Exceptional Family Resources Syracuse, NY

Increased agency revenues by 35% in an eight-year period. Wrote and secured funding from local, county and state funding sources. Developed and monitored a corporate compliance program. Responsibilities included program development of After School Services, Children w/ Special Health Care Needs, Overnight Respite and a Summer Recreation Program. Under her leadership, there was decreased turnover by 100% through increasing job satisfaction, enhancing staff development, improving staff compensation plan and reorganizing while maintaining budget levels. Implemented an agency investment policy, monthly statement procedure and experienced favorable audit outcomes. Responsible for the human relations, budgeting and benefit administration of a 31-person agency and over 150 independent contractors.

1977–1981: State University of New York, Binghamton, NY B.A., Psychology

Awards/Community Services: Consumer Directed Services, Member of Board of Directors, United Way Speakers' Bureau, Co-Chair Onondaga County's D.D. Sub-committee, WCNY's "My So-Called Disability steering committee member, Founding member and Regional Representative for Empire State Association for Persons in Supported Employment (APSE)



Terri Barnes, Program Director

Terri is based in Cobb County, Georgia and will be responsible for overseeing day-to-day aspects of the Macon-Bibb County project. This includes coordination of the contracting, pre-implementation support, and timely implementation of these programs in conjunction with Grace Harbour and Macon-Bibb County Juvenile Court leadership and staff. In addition, she will serve as the central point of contact for the Macon-Bibb County project with respect to all local stakeholders, Functional Family Therapy national training programs, Grace Harbour and EBA.

Terri Barnes

Address: 2436 Steinbeck Lane, Powder Springs, GA 30127;
Telephone: (770)-990-6046: cell; tbarnes@ebanetwork.com

EDUCATION:

1999-2001: Clark Atlanta University, Atlanta, Georgia; Masters in Social Work (MSW)
1993-1995: Troy State University, Troy, Alabama 30681; Bachelors Social Work (BSW)
1991-1993: Lurleen B. Wallace Junior College, Andalusia, Alabama; Associate Degree Arts

EXPERIENCE:

July 2013 – Present: Evidence – Based Associates

Project Director GA Juvenile Justice Incentive Program: Responsible for developing and overseeing all aspects of the Georgia Project. This includes coordination of the identification (where needed), contracting, pre-implementation support, and timely implementation of these programs. In addition, the Project Director will serve as the central point of contact for the Project with respect to all local stakeholders, model training programs, and EBA.

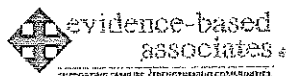
September 2011 – July 2013: Family Intervention Specialist Clinician: Provide community base treatment for youth and family with complex clinical, social and educational problems. Family interventions seek to promote the parent's capacity to monitor and discipline the adolescent.

January 2007- September 2011: Open Arms Group Home Inc.: Program Director Responsible for the management of all program services and operations. Principle areas of supervision include: personnel, policy and procedure, program development and fiscal management and startup of new programs.

October 2004- May 2008: Community Solution Inc., Program Director Responsible for the management of all program services and operations. Principle areas of supervision include: personnel, policy and procedure, program development and fiscal management.

Robert Sayles, Director of Information Management & Technology

Bob is uniquely suited to the role of information management given his background in financial accounting systems and business administration. Mr. Sayles will partner with Ms. Janer to manage



invoicing/fiscal operations and will also oversee the development of data collection, analysis and reporting processes to ensure high-quality delivery of EBPs.

Robert Sayles

Address: 4185 Sholtz Rd. • Oneida, NY 13421
Telephone: (315) 761-5822 • bsayles@ebanetwork.com

Career Objectives

Seeking opportunities that allow me to apply what I have learned to the benefit of children and families; also, to continue to broaden my experience while also allowing me to leverage my existing skills.

Education

Masters Degree: *Regis University* – June 2001 – Masters in Business Administration

Bachelors Degree: *University of Notre Dame* – May 1994 – Bachelors in Business Administration – Major: Accountancy

Work Experience

Evidence Based Associates – Human Service Provider - October 2011 - Present

Director of Information Management and Technology: October 2011 – Present

Responsible for the daily maintenance and use of the company databases and dashboards. Provide agency response to data requests from outside agencies. Collect, organize and present data on a recurring basis. Provide analytics on a wide range of areas including demographics and financials (cash flow, expenditures strategies). Responsible for project planning and user documentation. Provide development and security of agency's SharePoint site. Regularly update agency mobile website. First responder to users when they encounter problems with either hardware or software.

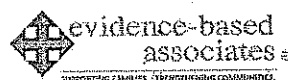
Liberty Resources – Human Services Provider - April 2003 - September 2011

Director of Information Technology: July 2010 – September 2011

Responsible for the daily maintenance and upkeep of the agency's computers and software. Responsible for the Work Order System used by the facilities department. Work with outside vendor to maintain the network and servers. Provide data management services for outside agency. Provide data management for multiple divisions and programs within the agency. Provide all development and security of agency's SharePoint site. Develop SQL reporting to meet specific user needs. Provide senior management with recommendations on capital expenditures on IT/phone needs. Responsible for all personnel related decisions for the department.

Director of Data Management: July 2008 – July 2010

Provided financial analysis on the viability of potential acquisitions and new/existing programs. Responsible for the Work Order System used by the facilities department. Compile data on peer organizations for comparative study purposes. Prepared financial reporting for the state of New York. Actively maintained the agency budget. Responsible for the maintenance of the agency's accounting software. Provide data management services for outside agency. Provide data management for multiple divisions and programs within the agency. Provide all development and security of agency's SharePoint site.



Finance Manager: April 2003 – July 2008

Provided financial analysis on the viability of potential acquisitions and new/existing programs. Prepared monthly financial statements (using Crystal Reports). Prepared financial reporting for the state of New York. Performed analytical review of balance sheet and income statements. Actively maintained the agency budget. Responsible for selection of and implementation of new accounting software. Provided data management services for outside agencies. Oversaw all aspects of the purchasing and facilities departments for the entire agency (over 20 locations within the agency), including all related personnel decisions. Responsible for the Work Order System used by the facilities department.

Oneida Ltd. – Domestic Flatware & Dinnerware Manufacturer & Importer - Jan. 1996 - Apr. 2003

Manager of Internal Audit: October 2002 – April 2003

Worked closely with the external auditors (PriceWaterhouseCoopers LLP) on auditing the year end financial statements, with an emphasis on capital expenditure analysis. Began the implementation of required changes necessary for compliance with the Sarbanes-Oxley Act.

Manager of Remote Warehousing & Public Distribution: June 2000 – October 2002

Oversaw and managed all aspects of two warehouses; one in Nashville, TN and one in Ontario, CA. Created a wide array of reporting measures to track performance for entire department. Was liaison between this department and both the finance and IT departments. Approved all purchases required by these locations. Created and maintained budgets for both of these facilities and enforced adherence to them. Handled all personnel issues for these locations, including hirings and terminations. Made and executed real estate decisions at these locations.

Applications Administrator: April 1998 – June 2000

Created, modified, supported and educated end users on accounting, financial and purchasing portions of the company's information systems network. Helped the external auditors obtain financial data from the company's systems.

Senior Internal Auditor: Jan. 1996 – April 1998

Worked closely with the external auditors on auditing the year end financial statements. Also, performed several audits and reviews of a wide range of the functional aspects of the company's operations, including a detailed analysis of the company's purchasing department and its procedures.

Ernst & Young LLP – Public Accounting Firm

Staff Auditor: Sept. 1994 – Jan. 1996

Additional Information

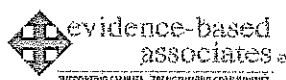
Oneida City School District Board of Education: July 2007 – June 2012

Oneida City School District Board of Education President: July 2010 – June 2012

Oneida Little League Board Member: October 2009 - Present

St. Patrick's Church (Oneida, NY) Finance Committee Member: June 2001 – June 2010

Software Proficiencies



Microsoft Excel, Word, Access, OneNote, Project, SharePoint, Crystal Reports, SQL, Visual Studio, Business Management Studio, MIP, Mas90

- **Margaret McAlister, Human Resources Generalist**

Margaret leads EBA's hiring process (i.e., for announcing and selection of qualified facilitators and therapists for Grace Harbour and will also directly oversee the hiring of EBP staff who will delivering the programs using EBA's EBAssets™ toolkits that she developed for the firm). Ms. McAlister has been with EBA for nearly seven years after serving in a variety of HR leadership roles in the private sector for over 30 years. Since joining EBA in August 2010, McAlister has worked with the Redirection project regional project managers and their subcontracted agencies to reduce therapist turnover by more than 50% from 2010 to 2011. She co-authored the EBA Best Practices Hiring Manual with the Redirections team and therapy model consultants to be used by all Redirection teams. She is also working with EBA's Washington, D.C. Families First Program and with Georgia's GJJIP Program by providing HR guidance to the participating providers.

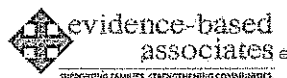
- **Grace Harbour, Inc., Subcontractor for FFT services**

Grace Harbour, Inc. offers a variety of services including in-home and in-clinic individual counseling, family and couples counseling, group counseling, community support services, nursing services, psychiatric treatment (medication evaluation and management services) and diagnostic testing such as drug screens, tuberculin TB testing, RPR testing, to name a few. Grace Harbour has a partnership with a variety of community-based resources in order to promote holistic care. Grace Harbour's clinical service delivery team is a multidisciplinary team, consisting of over fifty (50) licensed, certified, or licensed-eligible mental health clinicians with extensive training, certifications, and experience in working with participants of all ages and clinical issues. The clinical team is comprised of psychiatrists, psychiatric nurses, psychologists, licensed professional counselors, licensed clinical social workers, licensed marriage and family therapists, masters addiction counselors, and community support staff. The diverse team of clinicians specializes in many areas of disorder to better help program participants cope through difficult times in their lives via numerous treatment modalities (e.g., individual psychotherapy, couples therapy, family therapy, group therapy, psychopharmacological interventions, and recovery/life skill attainment.

b. Level of Experience of Facilitators/Therapists

Mrs. Noell Andrews is the current FFT supervisor for Macon-Bibb County. She is a Licensed Clinical Social Worker, has a Masters degree in Social Work and a Bachelor's degree in Sociology from Valdosta State University. Noell was previously a FFT Therapist in Macon-Bibb County for four years before moving into the Supervisor position. Noell also has previously worked as a Social Services Case Manager at the Georgia Department of Family and Children Services.

Mrs. Tanisha Primas is an FFT therapist currently providing FFT services to families residing in Macon-Bibb County. Mrs. Primas obtained a Master of Science degree in Mental Health Counseling from Fort Valley State University. She has been providing FFT therapy for over 5 years and has over 14 years providing therapeutic services to families.



Ms. Shykerria Tolbert is a FFT therapist who has been providing FFT services to families in Macon-Bibb County for over one and a half years. Ms. Tolbert received her Masters and Bachelors degrees in Social work from Savannah State University. She has been providing direct services for youth and families for over 5 years.

Resumes for Grace Harbour key staff are available in Exhibit A.

c. Reference List of Customers (to whom similar services have been provided)

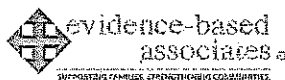
Name of Client: <u>Cherokee County Juvenile Court</u> Contact Person: Judge John Sumner, Presiding Judge	Contract Start Date: February 1, 2014 Contract End Date: ongoing
Address: 90 North Street Suite 310, Canton GA	Telephone Number: (678) 493-6250 Email: jbsumner@cherokeega.com
Description of Contract: Juvenile Justice Incentive Grant from CJCC; Project Management. Programs Managed: Functional Family Therapy, Strengthening Families, Multisystemic Therapy. Sub-contract with Grace Harbour as direct service provider.	

Name of Client: <u>Chatham County Juvenile Court</u> Contact Person: Adam Kennedy, Court Administrator	Contract Start Date: July 1, 2013 Contract End Date: ongoing
Address: 197 Carl Griffin Drive, Savannah, GA	Telephone Number: (912) 652-6721 Email: akennedy@chathamcounty.org
Description of Contract: Juvenile Justice Incentive Grant from CJCC. Project Management. Programs Managed: Functional Family Therapy, Aggression Replacement Training, Multisystemic Therapy (sub-contract with Grace Harbour as direct service provider)	

Name of Client: <u>Coweta County Juvenile Court</u> Contact Person: Judge Joseph Wyant, Presiding Judge/Lisa Barton, Juvenile Probation	Contract Start Date: July 1, 2013 Contract End Date: ongoing
Address: 78 Greenville St, Newnan, GA	Telephone Number: (770) 254-3731 Email: lbarton@coweta.ga.us
Description of Contract: Juvenile Justice Incentive Grant from CJCC; Project Management. Programs Managed: Functional Family Therapy. Sub-contract with Grace Harbour as direct service provider.	

d. History/experience of implementation of program

Following successful implementation projects in Florida, Georgia, New York, Virginia, and the District of Columbia, EBA has earned a reputation for leadership, operational excellence, and 'hands on' technical assistance focused solely on the successful implementation EBPs -- especially for children, youth, young



adults, and families who are at the highest risk of system involvement. For nearly 17 years, EBA has provided technical assistance (TA) and has overseen the implementation of a range of EBPs across multiple jurisdictions, in partnership with numerous provider agencies and sponsoring agencies around the country.

EBA is perhaps best-known in Florida for its management and success with the Redirection Program (2004-2013), in which EBA administered the implementation of five EBPs statewide under a contract with the Department of Juvenile Justice (DJJ). The Redirection Program served youth at high-risk for out-of-home placement (i.e., into detention, residential commitment programs, or prison) using intensive evidence-based, home-based programs to address criminogenic risks and behavioral health needs. Over the nine years of operation, Redirection helped DJJ reduce its reliance on out-of-home commitments by 70% while reducing felony recidivism by 12% and saving taxpayers more than \$225 million (as documented by the Office of Program Policy Analysis and Government Accountability).

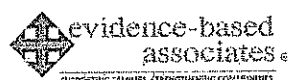
Another excellent example of EBA's experience implementing an array of EBPs is the Families First program in Washington, DC. Since 2011, EBA has successfully facilitated all aspects of the implementation, training, and fidelity monitoring activities for all nine of the EBP models chosen by the District of Columbia's Department of Behavioral Health for implementation, with consistently positive outcomes in coordinating the numerous and various training events. The EBP Dashboard that EBA built for the Department has maintained relevant performance and fidelity data for all programs consistently since 2014.

Based on these successes, EBA has also been able to gain the confidence of stakeholders in Georgia, Virginia, and New York City in projects needing leadership and oversight of EBP implementation within the juvenile or criminal justice systems. In the exciting and innovative Atlas Initiative, sponsored by the Mayor's Office for Criminal Justice, EBA is partnering with three evidence-based programs, community-based organizations, and the United Way to lead EBP implementation efforts and to radically redesign the experience of youth and young adults who are at the highest risk of violence, victimization, and of continued involvement in the criminal justice system.

Table 1 summarizes key information about all of EBA's Comparable Programs and Projects.

Table 1.

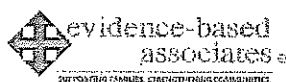
Location	Program Description	Years Active	Number of Clients Served / Year	Budget	Cost per client
Georgia	Juvenile Justice Incentive Grant Program (EBA contracts with 12 counties in GA to manage the	2013-present	650+ per year (varies by year)	\$4-6 mil per year	Varies by model



	implementation of EBPs for DJJ youth & families				
Florida	DJJ “Redirection” Program (EBA as statewide management entity for EBP implementation)	2004-2013	Approx. 1,200 youth per year	\$2-4 mil the first few years; then \$11 mil per year after that	\$90/day (blended per diem rate for all EBPs, delivered with high-fidelity)
Virginia	Regional Service Coordination (RSC) Model (DJJ)	2017-present	Approx. 800+ youth per year	\$4-5 mil per year (includes DSP fiscal pass-through that EBA manages)	Varies widely by model and service provider (EBA manages over 100 DSPs)
Wash DC	Families First (DC DBH)	2012-present	Approx. 400+ families per year	≤\$1.0 mil per year (EBA does not manage funds; only project TA and management)	N/A
New York City	Atlas Initiative – a program of the Mayor’s Office of Criminal Justice (MOCJ) and the Office of Neighborhood Safety (ONS)	2021-present	As of today, 150 youth and families per year; goal is 10,000 per year in EBPs	≤\$1 mil per year (EBA does not manage provider funds; EBA only provides TA and project support)	N/A

For evaluations of EBA’s statewide EBP implementation programs:

1. Georgia: The Criminal Justice Coordinating Council (CJCC) oversee the incentive grant fund and its operations. In partnership with the University of Georgia Carl Vinson Center, the CJCC annual reports evaluate the project, and the most recent evaluation can be located here: <https://cjcc.georgia.gov/grants/grant-subject-areas/juvenile-justice/juvenile-justice-incentive-grant-program>



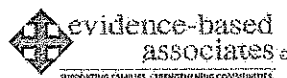
2. Florida: Several reports were produced but the 2010 report from the Office of Program Policy Analysis and Government Accountability (OPPAGA) is the most comprehensive (although OPPAGA discontinued the practice of annually evaluating the program after that) and is located here: <https://oppaga.fl.gov/Products/ReportDetail?rn=10-38>
3. Virginia: The Regional Service Coordination project is evaluated as part of Virginia's DJJ Transformation Plan: the most recent version of the report related to that Transformation is found here: <https://rga.lis.virginia.gov/Published/2020/RD560>
4. DC: No formal evaluations completed, but the DC Data Dashboard can be located by navigating to the EBA website (<https://evidencebasedassociates.com/>) and clicking on "DC Dashboard" in the upper right-hand corner.
5. NYC: started 3/1/21 – no evaluations completed yet. For overview of the initiative, see: <https://criminaljustice.cityofnewyork.us/programs/atlas/>

As noted above, EBA has established a visible and highly regarded presence throughout the state of Georgia subsequent to its involvement as managing entity in numerous counties participating in the Juvenile Justice Incentive Grant program. With expertise in providing the knowledge, management experience, resources, and infrastructure needed to implement EBPs as they are intended, EBA is the only such general contractor organization solely dedicated to high-fidelity implementation of EBPs.

Working in partnership, both EBA (as program manager and service coordinator) and Grace Harbour, Inc. (as direct service provider) have extensive experience with the target population identified through the Pre-Disposition Risk Assessment (PDRA) as used by the Macon-Bibb County Juvenile Court. EBA has worked closely since the 2013 launch of the Georgia Juvenile Justice Incentive Grant program with its 13 participating counties as well as the CJCC as principal funder. EBA and Grace Harbour, Inc., as active and visible participants in the initiative, implement and provide evidence-based programs only for those youth determined to be medium to high risk using the standardized PDRA. Both EBA and Grace Harbour have existing projects in several jurisdictions in Georgia providing FFT among other evidence based programs.

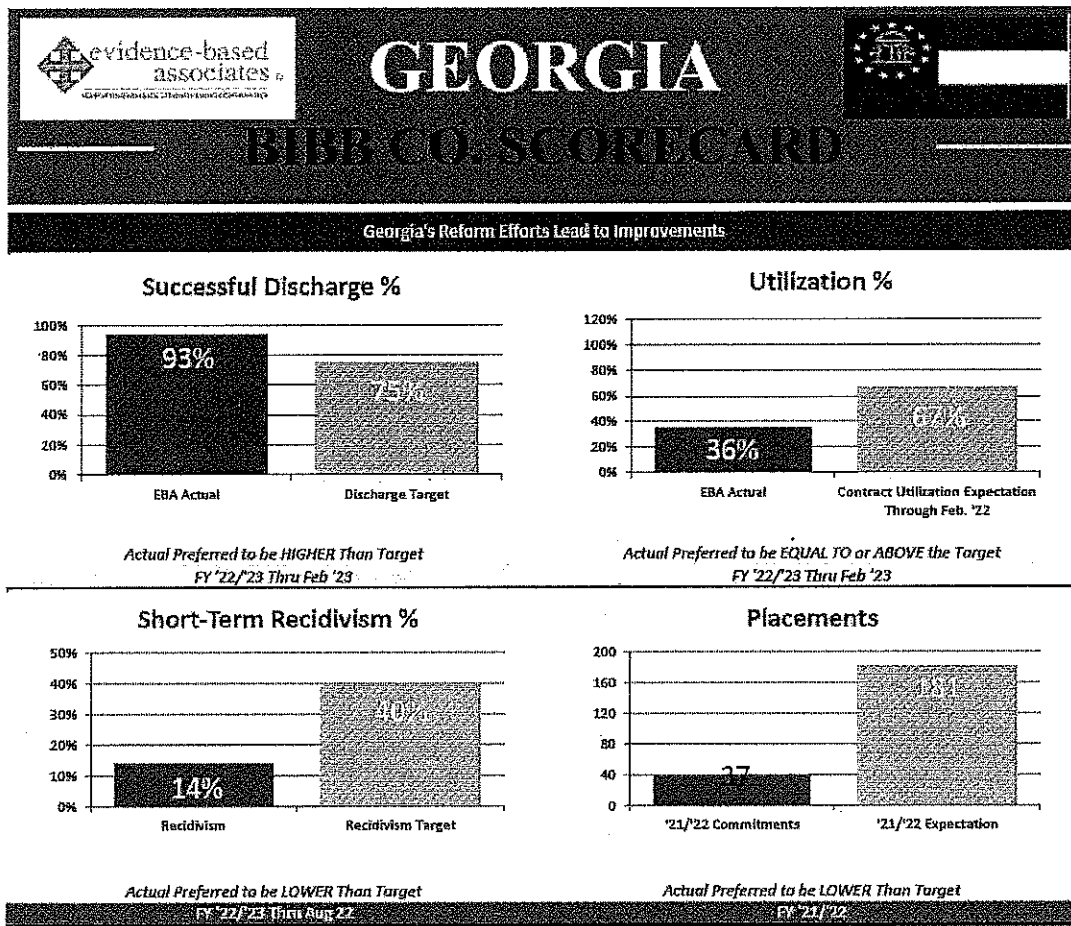
County partners and their respective evidence based programs currently managed by EBA include:

- Clayton – Multisystemic Therapy and Aggression Replacement Training
- Chatham – Multisystemic Therapy and Trauma Focused Cognitive Behavioral Therapy
- Cherokee - Multisystemic Therapy
- Coweta – Functional Family Therapy
- DeKalb – Multisystemic Therapy and Functional Family Therapy
- Dougherty – Functional Family Therapy
- Fayette – Functional Family Therapy; coordinating FFT Externship
- Fulton – Functional Family Therapy, Multisystemic Therapy and Trauma Focused Cognitive Behavioral Therapy
- Hall – Multisystemic Therapy and Functional Family Therapy
- Lowndes – Functional Family Therapy



- Macon-Bibb – Functional Family Therapy
- Muscogee – Multisystemic Therapy and Functional Family Therapy
- Rockdale – Functional Family Therapy
- Troup - Multisystemic Therapy

The following table illustrates the outcomes attained in Macon-Bibb County during the current FY 2022-23 Juvenile Justice Incentive Grant program managed by Evidence Based Associates:



Overall, youth in Macon-Bibb County achieved a significantly higher rate of successful discharge than the state's average. According to the annual report published by the Carl Vincent Institute of Government in December 2022 providing a summary of the Juvenile Justice Incentive Grant, 872 youth were served in FY22 with a successful discharge rate of 70% across all evidence based programs offered. In Bibb County, with EBA as managing entity, 93% of youth were successfully discharged from their program.

The following figures highlight the differences by fiscal year between those counties whose evidence based programs have been managed by EBA and those providing similar services but not in partnership with EBA:

Figure A. Reductions in Commitments (EBA vs. Non-EBA managed counties)

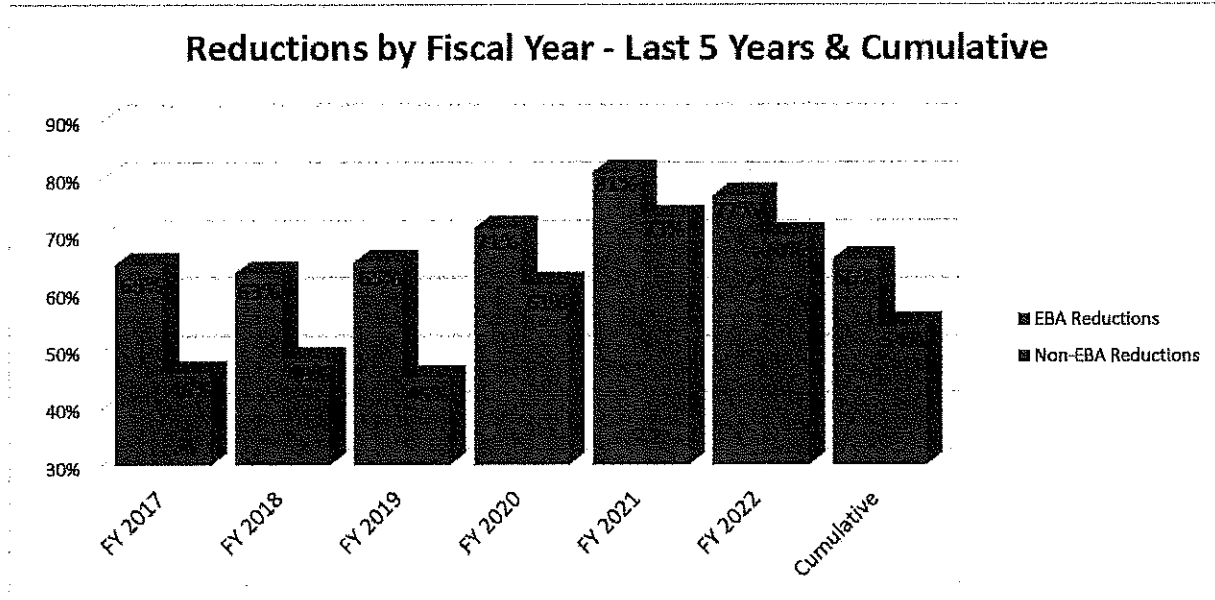


Figure B. Reductions in Placement by Fiscal Year (EBA vs. Non-EBA managed counties)

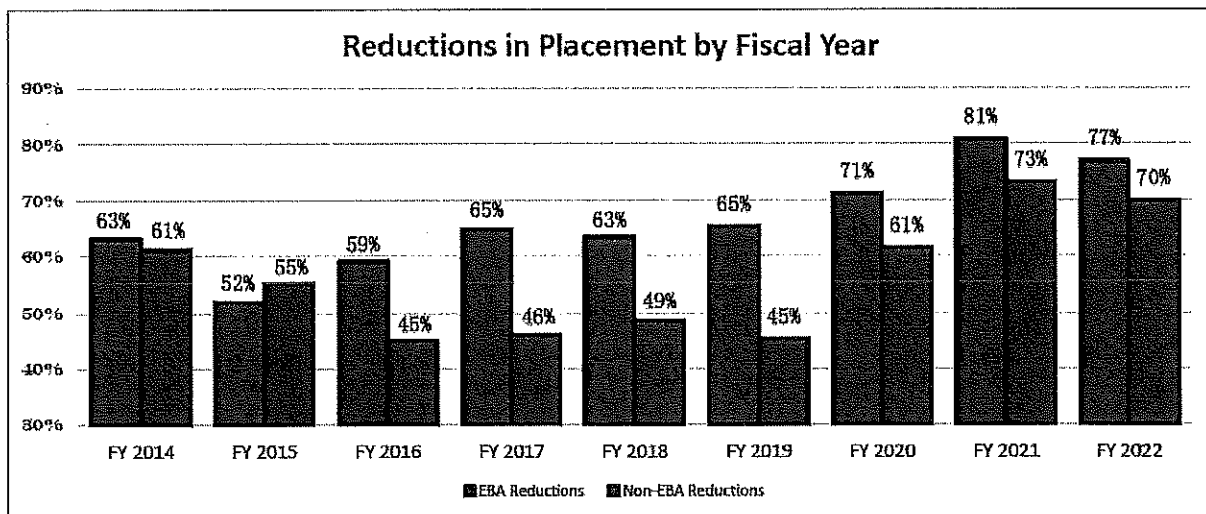
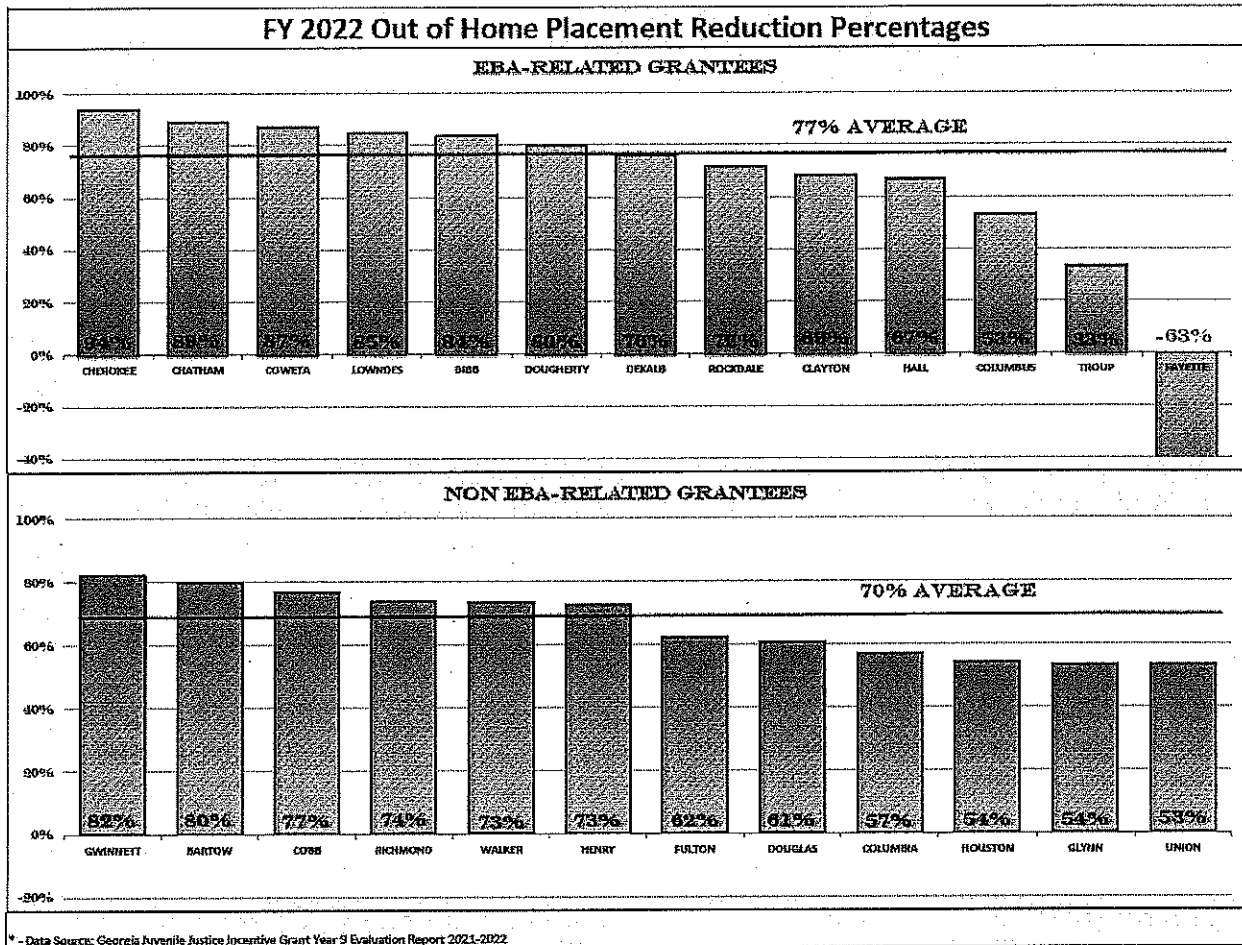


Figure C. Reduction in Placements (EBA vs. Non-EBA managed counties)



III. Service Provision Approach

a. Proposed program to be implemented:

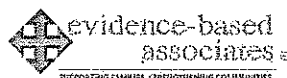
Functional Family Therapy

b. Address how expected program implementation will directly affect the goals/objectives of the proposed pilot program):

Macon-Bibb County utilizes The Pre-Disposition Risk Assessment (PDRA) to ensure consistency and uniformity in the decision-making intake process. Many jurisdictions fail to successfully implement evidence-based practice diversion initiatives because they underestimate the service and system requirements needed to implement models such as these with fidelity, ensure an adequate referral supply, obtain and nurture ongoing stakeholder buy-in and collect and use data to drive decisions and hold partners accountable. EBA is the only organization in the country solely dedicated to helping jurisdictions to overcome these barriers by providing the full complement of turnkey services needed to implement evidence-based practices. Most illustratively, during the first year of partnership with counties participating in Georgia's Juvenile Justice Incentive Grant Program, those counties in which EBA has served as managing entity have seen a collective reduction of 65.3% reduction in secure felony commitments with the other counties not partnering with EBA attaining declines of 52%. Long-term outcomes for EBA managed services have consistently out-performed residential and other programs that serve the same population.

Low referrals and utilization are one of the most common and damaging problems in evidence based diversion initiatives as staff are not able to sharpen their clinical skills and achieve model adherence while public entities are strapped with underserved clients and wasted resources. To avoid these problems, EBA and Grace Harbour, Inc. will work closely with the Macon-Bibb County Juvenile Court to guarantee high point in time utilization of all available Functional Family Therapy slots through implementation of the following key referral process policies and procedures for both detention and DJJ custody diversion:

- Clear, written referral eligibility criteria with only youth with severe mental illnesses, physical handicaps, serious sex offenders, or youth without an identifiable home or caregiver ineligible to receive FFT services
- DJJ Detention Assessment Instrument (DAI) and the Pre-Disposition Risk Assessment will be utilized to ensure consistency and uniformity in decision-making with ONLY those youths assessed as being at medium to high risk for considered eligible for referral to FFT
- Training for Court intake officers on Functional Family Therapy services so they can appropriately explain these services to parents, and development of a standardized written consent form that must be obtained from all caregivers to refer youth to these services
- Grace Harbour, Inc. designating a single point of contact for all Functional Family Therapy referrals who are responsible for: appearing in court as needed to help obtain family consent; collecting all available case documentation; and assigning the case based on geography and slot utilization to Functional Family Therapy.



- A no reject/eject policy for appropriate referrals; acceptance and documentation of all referrals within 24 hours of referral; and a first home-based contact with the family within 48 hours of referral
- All additional parties to a case will be notified by EBA and/or Grace Harbour, Inc. of their involvement within 72 hours, and all outstanding Court hearings and reports and/or other special case treatment, reporting, and appearance requirements will be flagged within 72 hours of referral
- EBA will rigorously monitor case treatment time, utilization, and staff retention and shift staff and service slots to other agencies and between FFT services as needed to ensure full utilization
- Finally, EBA will provide monthly, quarterly, and annual management reports to the Court and other key stakeholders on referrals and utilization, and will work with the Court and others to troubleshoot barriers to full utilization and a timely referral process

In addition to the project management and quality control activities already described, EBA will work with the Macon-Bibb County Juvenile Court to employ two proprietary systems that will help Grace Harbour, inc. and the County to realize the identified program objectives: **EBAanalytics™** and **EBAccountability™**. The **EBAccountability™** system complements the Analytics system by providing the Courts and EBA with a structured, field-proven project management system, including evaluation tools, template, and procedures, for actually using the collected data to develop improvement plans in real-time to address poor performance and stakeholder concerns. On a quarterly basis, EBA will use this system in conjunction with the Court to:

- Conduct a comprehensive evaluation of treatment and case outcomes on an agency, team, and therapist level
- Develop written improvement plans for Grace Harbour, Inc. to address areas of concern
- Employ a set of performance-based rewards and continue to incentivize those meeting or exceeding target outcomes

EBAanalytics™ is a system of web-based dashboards, data and information-management systems, and performance applications that support the efficient collection, analysis, and sharing of case, model adherence, clinical, and public safety data. These tools, along with the development of data-sharing agreements to ensure EBA and the Court have real-time access to arrest, probation violation, and other critical data markers, will help all initiative partners to:

- Identify program strengths and weaknesses and make data-driven decisions on how to improve the policies, practices, and systems that promote improved treatment outcomes
- Monitor referral, utilization, treatment time, model fidelity, and case outcomes in real-time, and troubleshoot and hold accountable poor performing teams and individuals
- Enable EBA to maintain full transparency by regularly sharing data on outcomes with all key stakeholders.

EBA and Grace Harbour Inc. will facilitate training and enhanced awareness of evidence based programs, specifically the impact and outcomes associated with FFT. Upon request and with the authorization of the Court, information and training will be made available to community members and other juvenile court and government agency staff associated with the Macon-Bibb County Juvenile Court.



Evidence Based Associates maintains a fulltime office and staff member assigned exclusively to the state of Georgia and to the Juvenile Justice Incentive Grant Program. In addition, EBA has multiple staff members and leadership whose roles and responsibilities are to serve counties participating in the Georgia juvenile justice incentive project.



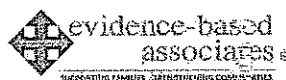
IV. Project Timeline

a. Proposed schedule of service delivery

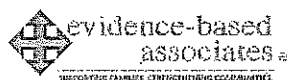
The following is a proposed timeline and schedule of activities Juvenile Justice Incentive Grant Program in Macon-Bibb County during FY 2023/24.

Macon-Bibb County Juvenile Court Juvenile Justice Incentive Grant Program (2023/24)

Month	Grant Activities
Jul 2023	• Implement an evidence-based program plan for Bibb County • Identify any new key jurisdiction stakeholders and implement stakeholder education and training plan • Renew contract with Grace Harbour as the preferred qualified service provider to continue serving youth and families with the FFT program • Ensure referral eligibility criteria and process for new and ongoing services are in place • Support staff member to assist county personnel in the administration of the Juvenile Justice Incentive Grant Program
Aug 2023	• Finalize service contract with Grace Harbour with outcome, service, organizational, and accountability provisions; conduct comprehensive readiness assessments; and implement EBAssets™ solutions to help providers establish required policies, structures, and procedures needed to implement selected programs with fidelity; • Coordinate with model dissemination organizations to arrange for licensure of providers, training for staff, supervisors, and ongoing consultation with providers to ensure fidelity to proven program models • Provide ongoing training on selected evidence-based programs to probation and other case stakeholders, and develop joint case policies and collaboration structures • Finalize EBA administrative structures, and stakeholder data-sharing agreements, and implement EBAnalytics™
Sep 2023	• Continue established referral protocols • Closely monitor initial cases to ensure appropriate and sufficient referrals; stakeholder buy-in; and model fidelity • Produce and disseminate first quarter outcome report summarizing qualitative and quantitative progress towards expected outcomes • Complete recidivism review and share outcomes with stakeholders • Review FFT TYPE report



Oct 2023	• Continuously monitor and support stakeholder engagement to ensure service utilization and satisfaction, and implement remediation strategies as needed • Rigorously monitor and manage provider model fidelity, utilization, service, and public safety outcomes, and implement improvement plans, peer learning and mentoring, and accountability measures as part of the EBAccountability™ oversight package. • Continuously monitor and adjust initiative policies and procedures, referral criteria, stakeholder engagement and system barrier remediation strategies, outcome targets, and service management as needed to produce expected outcomes
Nov 2023	• Continue identified systems and service monitoring and quality assurance activities, and implement improvement strategies as needed • Produce and disseminate second-quarter report, conduct semi-annual process and outcome evaluation of progress to date; convene stakeholders; meet with FFT program provider to share findings and identify strengths and weaknesses; adjust service, referral, and systems strategies to stay on track to meet or exceed outcome target
Dec 2023	• Continue identified systems and service monitoring and quality assurance activities, and implement improvement strategies as needed • Develop funding sustainability and program expansion plan, and implement action steps • Complete file review
Jan 2024	• Continue identified systems and service monitoring and quality assurance activities, and implement improvement strategies as needed • Administer file review of open and closed files to ensure contract compliance as part of EBAccountability™ package. • Conduct on-site supervisor observation and evaluation in support of FFT programs fidelity monitoring. • Complete recidivism review and share outcomes with stakeholders • Review TYPE report
Feb 2024	• Continue identified systems and service monitoring and quality assurance activities, and implement improvement strategies as needed • Produce and disseminate third quarter outcome report summarizing qualitative and quantitative progress towards expected outcomes • Review placement data from Vinson, and make process changes as indicated
March 2024	• Continue identified systems and service monitoring and quality assurance activities, and implement improvement strategies as needed



April 2024	• Continue identified systems and service monitoring and quality assurance activities, and implement improvement strategies as needed
May 2024	• Continue identified systems and service monitoring and quality assurance activities, and implement improvement strategies as needed • Complete recidivism review and share outcomes with stakeholders • Review TYPE report
June 2024	• Conduct year-end process and outcome evaluation to determine progress towards meeting final target benchmarks including service, diversion, and cost savings; convene stakeholders as well as meet with provider directors to share findings; identify project successes, challenges, and lessons learned; and implement improvement plan for the next year assuming continued funding

b. Project schedule outlining each identifiable deliverable:

At this time the capacity for FFT referrals outweighs the utilization. The goal will be to increase utilization such that 2 full time therapists will carry 10 cases each. Please refer to the Project Timeline above for details of additional project deliverables.

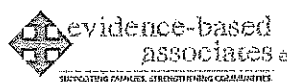
V. **Budget**

a. **Budget for direct service per juvenile**

As Managing Entity, Evidence-Based Associates proposes to provide Functional Family Therapy (FFT) to serve 65 youth and families in FY 23-24 at a case rate of \$5,752.80 per youth and family. For 65 youth and families, the total cost for FFT services in FY23/24 is \$373,932.00.

EBA intends to sub-contract with Grace Harbour, Inc. as direct service provider of FFT in Bibb County. Please see the case rate breakdown below:

EBA FFT Case Rate Breakdown		
	Case Rate	%
County	\$5,752.80	
Subcontracted Provider Agency (Grace Harbour)	<u>\$4,142.02</u>	72%
FFT Training and Licensing	<u>\$287.64</u>	5%
FFT Quality Assurance	<u>\$287.64</u>	5%
Project Management	<u>\$460.16</u>	8%
Travel	<u>\$230.08</u>	4%
Project Administrative	<u>\$345.27</u>	6%
Total	\$5,752.80	100%



VI. Required Submission Documents

- a. Attachment A
- b. Bid Form
- c. Addendum Acknowledgement (if applicable)



Attachment "A"
Required Submission Documents

Macon-Bibb County
Summary of Attachment "A" Required Documents

- Bidder Qualification Form
- List of Sub-Contractors
- Bidder Minority Participation Goal
- Financial & Legal Stability Statement
- Insurability Statement
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Non-Collusion Affidavit

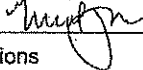
Instructions and additional information regarding the three forms below can be found on our website under the Procurement Department Documents tab if needed.

- Macon-Bibb County Vendor Application
- Form W-9
- E-Verify Affidavit
- Contract Affidavit under O.C.G.A. 13-§ 13-10-91(b)(1) **(Only complete if the BID/RFQ/RFP requires construction)**
- **ALL SUBMISSIONS MUST HAVE THE BID/RFQ/RFP NUMBER ALONG WITH THE NAME OF YOUR BUSINESS ON THE OUTSIDE OF YOUR PACKAGE.**

Attachment "A"
Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: Evidence Based Associates, LLC
Address: 3490 Piedmont Rd NE, Suite 304, Atlanta, GA 30305
When Organized: 9.2004 Where Incorporated: South Carolina
How many years have you engaged in business under the present firm name? 19 years
Credit available for this contract? over 1 K
Contracts now in hand? Bibb, Coweta, Fayette, Dekalb, Fulton, Hall, Chatham, Lowndes, Dougherty, Troup, Cherokee, Clayton, Muscogee & 7 other state contracts
Has bidder ever refused to execute a contract at the original bid amount? No
Has bidder ever been declared in default on a contract? No
Comments: _____

Company Name: Evidence Based Associates, LLC
Authorized By (typed name): Nicole Janer
Authorized Signature: 
Title: Director of Operations Date: 4.24.2024

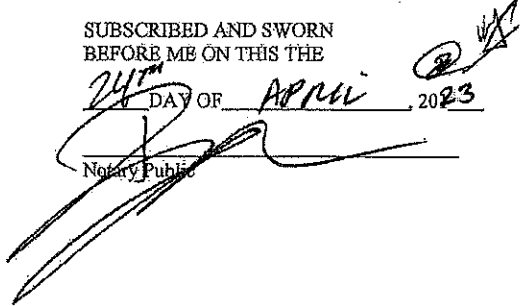
References

Following is a reference list of contracts that are similar to this project:

NAME OF PROJECT/DATE	LOCATION	CONTACT	PHONE #
Coweta JJIG since 2013	Coweta County GA	Lisa Barton	770 254-3730
Fayette JJIG since 2013	Fayette County GA	Katie Cunningham	770 716-4214
Columbus Consolidated Gov't JJIG	Muscogee County GA	Samantha Cannon	706 653-4290
Lowndes JJIG since 2013	Lowndes County GA	Ashley Tye	229 563-3329

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

24th DAY OF April, 2023


Notary Public

My Commission Expires: 2/21/25

[NOTARY SEAL]



LIST OF SUB-CONTRACTORS

Grace Harbour, 200 Westpark Dr #325, Peachtree City GA 30269	FFT Services	72%
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Evidence Based Associates, LLC

BIDDER MINORITY PARTICIPATION GOAL
(Attach additional pages if required.)

NAME/ADDRESS	TYPE OF WORK	% of Contract
--------------	--------------	---------------

[illegible]

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Attachment "A"
Required Submission Documents

FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

☒ Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.

☐ Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation.

Pending litigations (if any) will not affect the firm's ability to perform on this contract, if awarded.

Company Name: EVIDENCE BASED ASSOCIATES LLC

Authorized By (typed name): MARC BENESH

Authorized Signature: *Marc Benesh*

Title: CFO Date: 4/17/23

SUBSCRIBED AND SWORN

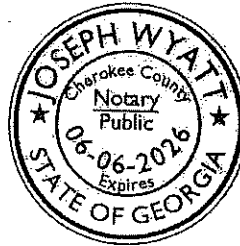
BEFORE ME ON THIS THE

17th DAY OF April, ~~201~~ ²⁰²³ My Commission Expires: 06-06-2026

[Signature]

Notary Public

[NOTARY SEAL]



Attachment "A"
Required Submission Documents

INSURABILITY STATEMENT

Please check appropriate item(s):

☒ By submission of this form, this firm confirms the ability to acquire and maintain the required levels of insurance as outlined in the bid document. It is the understanding of this firm that proof of Insurance must be provided prior to contract execution and maintained throughout the entire term of the contract.

Company Name: EVIDENCE BASED ASSOCIATES LLC

Authorized By (typed name): MARC BENESH

Authorized Signature: *Marc Benesh*

Title: CFO Date: 4/17/23

SUBSCRIBED AND SWORN

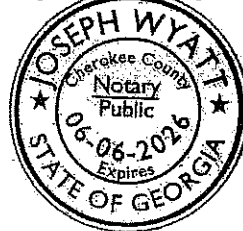
BEFORE ME ON THIS THE

17th DAY OF April, 2023

My Commission Expires: 06-06-2026

[Signature]
Notary Public

[NOTARY SEAL]



Attachment "A"
Required Submission Documents



**Macon-Bibb County
Procurement Department
700 Poplar Street, Suite 308
Macon, Georgia 31202-0247
Tel: (478) 803-0550 • Fax: (478) 751-7252
www.maconbibb.us**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier, transactions, proposals, contracts, and subcontracts. Where the Bidder/offeror or any lower tier participant is unable to certify to this statement, it shall attach an explanation of this solicitation/proposal.

Dated at this 24th day of April, 2019. 2023

Signature of Contractor: _____

Title: Director of Operations

For Macon Bibb County Personnel Only:

Macon Bibb County Procurement Department will verify that the above bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

Signature of Procurement Officer _____ Date _____

Printed Name _____

Attachment "A"
Required Submission Documents

NON COLLUSION AFFIDAVIT

Date:	4/24/2023
Project:	Bibb County, Georgia
Project #:	N/A
Project Description:	N/A
Services Provided:	General Contracting
State of:	Georgia
County of:	Bibb

I, Nicole Jones having first been duly sworn, deposes and states as follows:

I am the party making the foregoing Proposal or Bid; that such Proposal or Bid is genuine and not collusive or sham; that said Proposer or Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or Bidder or person, to put in a sham Proposal or Bid, or that such other person refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal Fee or Bid Price of affiant or any other Proposer or Bidder, or to fix any overhead, profit or cost element of said Proposal Fee or Bid Price, or that of any other Proposer or Bidder, or to secure any advantage against Bibb County, Georgia or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Proposer or Bidder has not directly or indirectly submitted this Proposal or Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Contractor: Evidence-Based Associates

[Signature]
(Signature)

(Seal)



Attachment "A"
Required Submission Documents

MACON-BIBB COUNTY
Vendor Application

Date Submitted: _____

☐ New Application

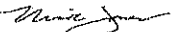
☒ Revised Application

RETURN THIS COMPLETED FORM TO:

Macon-Bibb County Procurement Department
700 Poplar Street, Ste. 308
Macon, GA 31201

Phone: 478-803-0550
Fax: 478-751-7252
Email: procurement@maconbibb.us

GENERAL VENDOR INFORMATION

Company Name: Evidence-Based Associates	
Company Address: 3490 Piedmont Rd. NE Suite 304, Atlanta, GA 30305	
Authorized By (Name): Nicole Janer	
Title: Director of Operations	
Authorized Signature: 	Date: 4.24.2023
Telephone Number: 315 317-6025	Fax Number: 267 295-1896
Email Address: njaner@ebanetwork.com	

REMITTANCE INFORMATION (where payments should be sent)

Remit to Name: Evidence-Based Associates c/o Empower Community Care			
Remit to Address: 3490 Piedmont Rd. NE Suite 304, Atlanta, GA 30305			
Phone:	Fax:	Toll Free:	
Contact:	Email:		
Business Type (choose one):	☐ Individual/Sole Proprietor	☐ Single member LLC	
	☒ Business - incorporated	☐ Business - not incorporated/partnership	
	☐ LLC: C S P (circle one)	☐ Other (Specify):	
Social Security #:		Federal Tax ID #: 20-1589774	

PURCHASE ORDER INFORMATION (where purchase orders should be sent)

Purchase Order Name: Same as above		
Purchase Order Address:		
Phone:	Fax:	Toll Free:
Contact:	Email:	
Payment Terms: Discount %	# Days	Net Due
Freight Terms: Ship Via	FOB	

E-Verify Information

Private Employer Affidavit is attached :	
With E-Verify # 340839	With E-Verify exemption selected _____
Contractor Affidavit is attached: (additional affidavit, if applicable)	
With E-Verify # _____	Without E-Verify # but a copy of my driver's license is attached since
I have no employees and no intent to hire employees _____	

MBE/DBE/WBE STATUS (Select at least one)

Minority Owned (African American, Hispanic, Native American, Asian American) circle one _____			
Woman Owned _____	Disabled _____	Veteran _____	Not Applicable ☒

Do you maintain a local office in Macon-Bibb County?	Yes _____	No ☒
--	-----------	--

Attachment "A"
Required Submission Documents

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Evidence Based Associates, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 3490 Piedmont Rd NE, Suite 304	Requester's name and address (optional)
6 City, state, and ZIP code Atlanta, GA 30305	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
2	0		-	1	5	8	9	7	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ►

Nicole Janer

Date ► **4.23.2023**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Attachment "A"
Required Submission Documents

E-VERIFY AND PRIVATE EMPLOYER AFFIDAVIT

Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies one of the following with respect to its application for an occupational tax certificate, alcohol license, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Business Name: Evidence Based Associates, LLC

SECTION 1 (Choose ONE of the following)

- (A) ☐ On January 1 of the below-signed year, the individual, firm, or corporation employed ten (10) or less employees. (Proceed to Section 3)
- (B) ☒ On January 1 of the below-signed year, the individual, firm, or corporation employed more than ten (10) employees and has registered with the E-Verify program. (Proceed to Section 2)

SECTION 2

The employer has registered with and utilizes the Federal Work Authorization program commonly known as E-Verify, in accordance with the applicable provisions and deadlines established in O.C.G.A. §36-60-6. The undersigned private employer also attests that its E-Verify number and date of authorization are as follows:

E-Verify Number: 340839

Date of Authorization: 7.5.2010 (Proceed to Section 3)

SECTION 3

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on April, 24, 2023 in Oviedo (city), FL (state)

Printed Name of Authorized Officer or Agent: Nicole Jarev

Title of Authorized Officer or Agent: Director & Operator

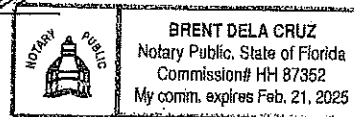
Signature of Authorized Officer or Agent: [Signature]

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 24th DAY OF APRIL, 2023

NOTARY PUBLIC

My Commission Expires: 2/21/25



Noell Andrews, LCSW

2023 Melrose Place Kathleen, GA 31047

Phone: 478-542-1447 E-Mail: NoellRAndrews@gmail.com

Education

Masters's Degree in Social Work

May 2016

Valdosta State University

B.A. Degree in Sociology and Anthropology

December 2012

Valdosta State University

Work Experience

Macon, GA

Functional Family Therapist/Supervisor

06/2016-present

- Provides a minimum, weekly one-hour home-based counseling services to clients
- Carries a caseload of 7-12 families providing services anywhere from eight to 26 weeks
- Documents client contacts and assessments in a timely manner
- Actively participates in group and individual supervision weekly
- Attends court hearings regularly with clients to advocate on their behalf
- Assists clients with outreach and advocacy
- Prepare treatment plans with clients
- Completes biopsychosocial assessments
- Refers clients to appropriate services as needed

Engages stakeholders by having monthly multidisciplinary meetings and updating the court on cases

**Began supervising in 2020

The Department of Family and Children Services

Quitman, GA

Social Services Case Manager

05/2013-06/2016

- Conducted face-to-face interviews with children and their caregivers in child protective services investigations, foster care cases, adoptions, and family preservation cases
- Demonstrated outstanding case management skills and dedication to clients
- Documented all client interactions in the required time constraints
- Lead Worker in the foster care unit
- Provided clients with needed community resources and support services

- Counseled youth with diagnosis of ADHD, ODD, RAD, Bipolar Disorder, and Schizophrenia.
- Documented clients sessions in GA SHINES and Kaleldacare systems
- Worked as a part of a multidisciplinary team for teachers, doctors, therapist, etc, to ensure client's needs are addressed.
- Coordinated services with Medicaid(Amerigroup) for clients.
- Served as an advocate for clients in court hearings and panel reviews.
- Spoke to community groups to explain and interpret purposes, programs and policies.
- Completed individual service plans for clients that included goals, treatment objectives, and interventions.
- Participated in discharge planning and completed discharge summaries for clients.
- Coordinated ongoing services for clients during the discharge process. • Recruitment and Training
- Conducted and documented internal investigations for agency.
- Conducted visitations every other week to assess well-being and environmental conditions for each child.

MENTAL HEALTH COUNSELOR INTERN | 01/2014 to 12/2014

Therapy on the Go - Montezuma , MI

- Shadowed internship supervisor.
- Participated in weekly supervision sessions with internship supervisor.
- Interviewed and assessed incoming clients weekly.
- Led group therapy sessions each week. • Collected and analyzed data on individual clients using records, tests, interviews and professional sources.
- Conducted one-on-one counseling sessions. • Completed Psychosocial Assessments.
- Assisted with Trauma Assessments.
- Consulted with clients when developing long term treatment plan goals and objectives.
- Counseled clients to help them understand and overcome personal, social and behavioral problems

SOCIAL SERVICE PROTECT & PLACEMENT SPECIALIST | 03/2009 to 03/2010

Fulton County Dept. of Family and Children Ser - Atlanta, GA

- Maintained a caseload of more than 40 cases at one time.
- Maintained legal documents for court proceedings and submitted testimony.
- Updated documents and maintained permanent records.
- Identified appropriate community resources and provided referrals for services.
- Worked with care team to assess client needs and discuss collaborative treatment efforts.
- Interviewed clients individually and in groups to assess situations, capabilities and problems.
- Supervised visits between children and parents at various sites by setting up age-appropriate activities and maintaining safety of participants.
- Addressed legal issues, assisting with hearings and providing testimony to inform custody arrangements
- Developed and implemented family improvement plans.
- Answered and investigated reports of abuse or neglect.
- Conducted home visits, completed inspections and interviewed family members and witnesses.
- Attended hearings with victims to provide emotional support.
- Interfaced with local court system, attending court proceedings and working directly with attorneys.

EDUCATION AND TRAINING

Fort Valley State University - Fort Valley, GA

Master of Science

Mental Health Counseling, 12/2014

Georgia State University - Atlanta, GA

Bachelor of Science

Social Work, 05/2008

Georgia Military College - Milledgeville - Milledgeville, GA
Associate of Science
Early Childhood Education, 05/2005

Baldwin High School - Milledgeville, GA
High School Diploma
05/2002



Shykerria Tolbert

Professional Summary

Dedicated Social Worker well-versed at liaising with clients to foster access to community resources, treatment and assistance programs. Strong background in supporting client treatment plans. Compassionate and driven with unfailing work ethic and passion for helping others. Pending licensure candidate.

Work History

Grace Harbour - Functional Family Therapist

08/2021 - Current

- Conducted intake and needs assessments to set therapeutic goals and establish professional relationships with clients.
- Maintained accurate and thoroughly documented notes and client records in accordance with licensing standards.
- Assisted clients in locating resources for housing services and financial assistance.
- Delivered counseling services to families dealing with familial issues.
- Proved successful working within tight deadlines and fast-paced atmosphere.
- Completed paperwork, recognizing discrepancies and promptly addressing for resolution.
- Performed individual and group psychotherapy and conducted teletherapy sessions to help clients pinpoint emotions underlying personal and relational conflicts.
- Encouraged individuals and family members to develop and use skills and strategies for constructively confronting problems.
- Collaborated with social services, referral sources and other treatment professionals to meet patient care needs.
- Mediated conflicts within families to clarify and resolve underlying issues.
- Leveraged practice management software to complete weekly progress notes, update quarterly treatment plans and maintain patient records.
- Countered problematic behavior with healthy alternatives to enhance mental, emotional and physical wellness and increase energy.
- Worked with over 10 families to prevent recidivism and facilitate reconciliation.

Bibb County School District - SUBSTITUTE TEACHER

✉ shytolbert@gmail.com

☎ 4783186055

📍 Macon, GA 31220

Skills

- PPE Compliance
- Decision Making
- Crisis Management
- Treatment plan development
- Providing community referrals
- Individual counseling
- Clinical assessment
- Clinical Documentation
- Family therapy
- Active Listening
- Interpersonal Communication
- Problem-Solving
- Classroom management
- Group and individual instruction
- Child development

Education

08/2019-05/2021

Savannah State University

Savannah, GA

Master of Social Work

01/2014-05/2018

Savannah State University

Savannah, GA

Bachelor of Arts: Social

08/2008-05/2012

Southwest High School

Macon, GA

02/2020 - Current

High School Diploma

- Upheld classroom routines to support student environments and maintain consistent schedules
- Kept accurate and current attendance records and assignment sheets to maintain file compliance
- Followed classroom plans left by class teacher to continue student education and reinforce core concepts
- Organized and cleaned teaching areas after daily use to maintain high standards for returning teachers or other substitutes
- Supervised lunchroom and recess activities
- Taught diverse subjects for grades K-8, successfully delivering seamless teaching in absence of regular teacher
- Handled classrooms of up to 25 students, reporting problem students to Teacher and keeping detailed behavioral records
- Completed documentation of attendance, grades and other required details
- Maintained day-to-day classroom management and discipline to promote learning initiatives
- Utilized technology to enhance student education and grasp of materials.

Spectrum Health Systems - SUBSTANCE ABUSE COUNSELOR

04/2020 - 08/2021

- Led supportive group discussions and education sessions with alcohol and drug users and families
- Provided counseling and support to clients with drug and alcohol abuse issues
- Displayed sensitivity to cultural and linguistic needs of clients and families served
- Facilitated group and individual therapy in outpatient setting
- Developed individual treatment goals based on history and diagnosis
- Developed and implemented performance improvement strategies and plans to promote continuous improvement
- Resolved problems, improved operations and provided exceptional service
- Provided comprehensive case management services, including creating treatment plans and connecting clients and families to appropriate resources
- Worked with different disciplines to provide cohesive care to patients
- Directed family-centered, strengths-based, culturally competent and individualized intakes and assessments
- Guided clients in effective therapeutic exercises integrated from Cognitive Behavior Therapy and Dialectical Behavior Therapy (DBT).

The Bridge Counseling And Consultation - MSW Intern 2

08/2020 - 05/2021

- Offered and documented treatment consent forms in patient health records
- Observed and monitored client behavior and responses to treatment

- Led educational seminars and lectures at local community mental health centers to expand awareness of mental health symptoms and issues
- Developed goal-oriented psychoeducational and activity therapy groups to improve clients' level of functioning
- Consulted with other staff members regarding treatment plans as deemed appropriate by team leader
- Reviewed case files to better assess client needs and proper course of treatment
- Assessed patient behavior, moods and other responses to determine correct diagnosis and devise treatment plans.

Department Of Family And Children Services - MSW Student Intern 1
08/2019 - 05/2021

- Interviewed clients, families or groups to assess situations, limitations and issues and implement services to address needs
- Formulated treatment plan strategies with multidisciplinary teams to provide comprehensive and continuous care plan
- Completed detailed charts to summarize interactions with patients and booked follow-up sessions
- Assessed clients for abuse and neglect to compile documentation for court reports
- Maintained regular contact with clients by calling and visiting clients' homes
- Helped clients develop new coping mechanisms and techniques to drive behavior modification
- Recommended long-term residential treatment, short-term residential treatment and individualized and group drug counseling for clients with substance abuse issues
- Offered therapeutic services and crises intervention to emotionally disturbed children and adolescents
- Explained medical care options to help families make informed healthcare decisions
- Referred families to shelters, legal resources and educational programs
- Referred clients to appropriate team members, community agencies and organizations to meet treatment needs
- Educated families and community members about domestic violence, including its impact on children
- Worked with senior case managers to coordinate team development activities and trainings.

Coastal Harbor Treatment Center - MENTAL HEALTH TECHNICIAN
06/2018 - 08/2019

- Assisted with patient restraint and seclusion scenarios to create safe environment for patient and medical personnel
- Observed patient behaviors and mental status and notified RN of unusual or potentially dangerous occurrences
- Performed scheduled patient safety checks and documented results to establish patients' well-being

- Accompanied new patients to unit and recorded vital signs to establish baseline record upon facility arrival
- Escorted patients from unit to meals, activities and visitation areas to maintain standard of safety and security
- Applied de-escalation and limit-setting techniques to promote patient cooperation
- Participated in continuous quality improvement and performance improvement activities to enhance effectiveness and increase knowledge
- Helped patients with meals, activities of daily living (ADLs) and facility transfers to promote security and patient well-being
- Supported patients needing medical care to relieve patient anxiety and promote positive outcomes
- Treated clients and families with respect and dignity
- Charted on each patient daily.

OnBrand24 - CUSTOMER SERVICE REPRESENTATIVE

12/2017 - 06/2018

- Directed calls to appropriate individuals and departments
- Answered customer telephone calls promptly and in an appropriate manner
- Responded to all customer inquiries thoroughly and professionally
- Coordinated between billing department and customers to resolve problems
- Asked open-ended questions to assess customer needs
- Resolved all customer complaints in a professional manner while prioritizing customer satisfaction
- Scored in top 10% of employees in successful resolution of issues
- Ensured a high level of customer service through a friendly and polite demeanor.

SCHOOL SOCIAL, WINGS Elementary Alternative Learning Program - INTERN

08/2017 - 05/2018

- Identified at-risk students, created detailed plans for specialized education and behavioral skills and communicated plans with parents and school staff
- Offered constructive feedback and contributed ideas at weekly staff meetings
- Gathered data, analyzed it and compiled it into reports distributed to the appropriate personnel
- Conducted competency-based, interactive interviews to identify client needs
- Supported students, teachers, and families during crisis situations
- Collaborated with students, teachers, administrators, parents and outside agencies
- Worked with teachers to implement behavioral improvement plans based on established assessments
- Offered therapeutic services and crises intervention to emotionally

disturbed children and adolescents

- Assessed student assignments to check quality and completeness before submission for grading
- Implemented practice exercises and used repetition, which enabled students to grasp new concepts quickly
- Used behavior modeling and specialized teaching techniques to share and reinforce social skills.

YMCA - JUNIOR COUNSELOR

10/2017 - 03/2018

- Offered constructive feedback to minors under care regarding specific actions, behaviors and words
- Maintained safety and security of all youth under care
- Developed and taught lessons on relevant children's books, poems, movies and themes to promote student interest
- Monitored youth behavior and offered guidance and support
- Utilized cognitive behavior therapy to assist youth in redirecting poor habits
- Supervised individuals in a small group atmosphere to cultivate safety and structure
- Advocated for troubled youth to provide access to resources
- Mentored youth members and taught sustainable habits and coping mechanisms
- Used cognitive behavior therapy to assist youth in recognizing and redirecting poor habits
- Led summer day treatment groups and therapeutic activities to teach functional living skills and address behavioral issues.

Routing/File Form

Document Type: ☐ Contract ☐ Deed ☐ Ordinance ☒ Resolution ☐ Grant ☐ Other
 (Check one of the above document types)

Purpose: A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION
 AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH EVIDENCE-BASED
 ASSOCIATES, LLC FOR SERVICES PROVIDED TO THE MACON-BIBB COUNTY
 JUVENILE COURT IN AMOUNT NOT TO EXCEED \$326,346.00 USING JUVENILE
 JUSTICE INCENTIVE GRANT FUNDS; AND FOR OTHER LAWFUL PURPOSES.

Annual Cost: _____

Total Contract Amount: _____

Administering Department or Officer: _____

Contractor(s): _____

Contract Start Date: _____ **Contract End Date:** _____

Funding Source(s): _____

Automatic Renewals: _____ yes _____ no

Number of Renewals: _____ **Final Expiration Date:** _____

	<u>Ordinance/Resolution</u>		<u>Contracts/Other</u>	
	<u>Initials</u>	<u>Month/Day/Year</u>	<u>Initials</u>	<u>Month/Day/Year</u>
Reviewed By:				
Assistant County Attorney	SDV	7/5/23		___/___/___
Sr. Assistant / Cnty. Attorney		___/___/___		___/___/___
Grant Administrator		___/___/___		___/___/___
Finance Director	CW	7/6/23		___/___/___
County Manager	KM	7/6/23		___/___/___
Mayor	Sh	7/7/23		___/___/___
Clerk of Commission		___/___/___		___/___/___
Commission Approval		___/___/___		

Additional comments, instructions, etc.: _____

**ALL FULLY-EXECUTED CONTRACTS ARE TO BE PLACED ON FILE IN THE
 CLERK OF COMMISSION'S OFFICE AS SOON AS POSSIBLE AFTER EXECUTION.**

SPONSORED BY:

- ☒ MAYOR LESTER M. MILLER
☐ MAYOR PRO TEMPORE SETH CLARK
☐ COMMISSIONER VALERIE WYNN
☐ COMMISSIONER PAUL BRONSON
☐ COMMISSIONER ELAINE LUCAS
☐ COMMISSIONER MALLORY C. JONES, III
☐ COMMISSIONER RAYMOND WILDER
☐ COMMISSIONER BILL HOWELL
☐ COMMISSIONER VIRGIL WATKINS, JR.
☐ COMMISSIONER AL TILLMAN

COMMITTEE ACTION TAKEN AND DATE:

RECOMMEND: _____

(Approved/Disapproved/Approved as Amended)

Date: _____

APPROVED AS TO FORM BY ASSISTANT

COUNTY ATTORNEY

Sara Davis

Sara Davis
Assistant County Attorney



VOTE

	Yes	No	Abstain	Absent
Wynn				☒
Bronson	☒			
Lucas	☒			
Jones	☒			
Clark	☒			
Wilder	☒			
Howell	☒			
Watkins	☒			
Tillman	☒			
Mayor Miller				
Total:				

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH EVIDENCE-BASED ASSOCIATES, LLC FOR SERVICES PROVIDED TO THE MACON-BIBB COUNTY JUVENILE COURT IN AMOUNT NOT TO EXCEED \$326,346.00 USING JUVENILE JUSTICE INCENTIVE GRANT FUNDS; AND FOR OTHER LAWFUL PURPOSES.

Referred to the Committee on _____

Date: _____

REPORT

Rendered July 18 2023
and approved



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO ENTER INTO AN SOFTWARE LICENSING AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. FOR ARCGIS SOFTWARE LICENSES IN THE AMOUNT OF \$350,100.00 FOR THREE YEARS, PAYABLE AT A RATE OF \$116,700.00 PER YEAR, FROM THE I.T. DEPARTMENT BUDGET FOR SOFTWARE LICENSES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Information Technology Department has requested the purchase of licenses to use Geographic Information System (“GIS”) software for use by various County departments for creating and using maps, compiling geographic data, analyzing mapped information, sharing and discovering geographic information, using maps and geographic information in a range of applications, and managing a geographic information database; and

WHEREAS, the leading GIS software, “ArcGIS” is produced solely by Environmental Systems Research Institute, Inc. (“ESRI”), which has a state procurement contract with the State of Georgia for the provision of its ArcGIS software on a sole source procurement basis; and

WHEREAS, the Macon-Bibb County Procurement Department concurs with purchasing this ArcGIS software as a sole source procurement matter from ESRI; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Mayor is authorized to enter into a software licensing agreement with Environmental Systems Research Institute, Inc., for the ArcGIS

software and support for a period of three (3) years, in the amount of THREE HUNDRED FIFTY THOUSAND, ONE HUNDRED DOLLARS (\$350,100.00), to be paid from the I.T Department Budget, GIS, Repairs & Maintenance – Software License & Maintenance line item, in a form to be approved by the County Attorney.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2024 Miller Authorizing ESRI Software license - \$350,100.00 - IT Budget.docx



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH TYLER TECHNOLOGIES, INC., FOR THE PURCHASE OF NECESSARY HARDWARE AND LICENSING FEES FOR NEW WORLD EXECU TIME SOFTWARE IN THE AMOUNT OF \$124,673.00, PAYABLE FROM THE I.T. DEPARTMENT BUDGET, SECURITY & INFRASTRUCTURE, CONTRACT LABOR – CONTRACTUAL SERVICES LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, On or about April 9, 2013, Macon-Bibb County entered into an agreement with New World Systems Corp. for New World public administration software; and

WHEREAS, New World Systems Corp., merged with Tyler Technologies, Inc. (“Tyler”) on November 16, 2015, with Tyler being the surviving entity; and

WHEREAS, Tyler is a sole-source vendor providing annual maintenance and customization services of the existing public administration software, including software for the input and tracking of employee working hours, for Macon-Bibb County; and

WHEREAS, sole-source procurement is authorized under Macon-Bibb County Code of Ordinances Sed. 19-5.4; and

WHEREAS, both the I.T. department and Procurement department concur with this award; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of the same that the Macon-Bibb County Commission authorizes the Mayor to enter into an agreement with Tyler Technologies, Inc., in the amount of ONE HUNDRED TWENTY-FOUR THOUSAND, SIX HUNDRED SEVENTY-THREE DOLLARS AND NO CENTS (\$124,673.00) for the purchase of necessary hardware and annual licensing of Tyler Technologies Execu Time software, payable from the I.T. Departmental budget, Security & Infrastructure, Contract Labor – Contractual Services line item, with such agreement to be in a form to be approved of by the County Attorney.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any

appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2024 Miller Tyler ExecuTime Software Expansion - \$124,673.00 - IT.docx



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE PROFESSIONAL SERVICES AGREEMENTS WITH VARIOUS PROFESSIONAL SERVICE CONTRACTORS FOR THE PROVISION OF SERVICES FOR THE MACON JUDICIAL CIRCUIT ACCOUNTABILITY COURTS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon Judicial Circuit has four separate grant-funded accountability court programs: Adult Felony Drug Court, Mental Health Court, Veteran’s Treatment Court, and Family Treatment Court; and

WHEREAS, the operation of these programs requires the hiring of various professional services providers, including therapy and counseling providers, lab technicians, and surveillance officers, to provide participants with critical services in furtherance of the goals of the respective programs; and

WHEREAS, pursuant to subsection 19-10(b) of the Macon-Bibb County Code of Ordinances, competitive procurement of professional service providers is not required; and

WHEREAS, pursuant to subsection 19-10(b) of the Macon-Bibb County Code of Ordinances, where the total dollar amount of the services to be provided by a professional service provider is expected to exceed \$25,000, the procurement of such services must be approved by a resolution of the Macon-Bibb County Commission; and

WHEREAS, the Director of the Accountability Court program has selected the following professional services providers to provide services to the various accountability courts in excess of \$25,000.00:

- The Step After – Evidence Based Programming, LLC will perform counseling services for Adult Felony Drug Court, Mental Health Court, and Veteran’s Treatment Court for a total compensation amount not to exceed \$38,160.00;
- Enhance Behavioral Health, LLC will perform counseling services for Adult Felony Drug Court and Mental Health Court for a total compensation not to exceed \$31,600.00; and
- Redwood Toxicology will perform laboratory drug and alcohol screening examinations and analysis for all four accountability courts for a total compensation not to exceed \$48,920.00; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute professional services agreements with The Step After-Evidence Based Programming, LLC in an amount not to exceed \$38,160.00, Enhance Behavioral Health, LLC in an amount not to exceed \$31,600.00, and Redwood Toxicology in an amount not to exceed \$48,920.00, as provided in Exhibit A, attached hereto and incorporated herein by reference, to be paid from various accountability court grant funds.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor, and the Chief Judge of the Macon Judicial Circuit Superior Court, or their designees, the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener’s errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener’s error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2024 Miller Authorizing Professional Services Agreements For Accountability Courts 8-15-24.Docx

EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND THE STEP AFTER – EVIDENCE BASED PROGRAMMING, LLC**

This Professional Services Agreement (“Agreement”) is made and entered into this _____ day of _____, 2024 by and between Macon-Bibb County, Georgia (“County”) and The Step After – Evidence Based Programming, LLC, a Georgia limited liability company with a principal office address of 750 Riverside Drive Lane, Suite 160, Macon, Georgia 31201 (“Contractor”), collectively the “Parties.”

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

1. Scope of Services

Contractor shall provide all counseling duties as assigned by the Superior Court of Macon-Bibb County Accountability Courts (the “Program”) as described in Exhibit A –Scope of Work (“Exhibit A”), attached hereto and incorporated by reference. Contractor shall provide the Accountability Court Director (“Director”) with a copy of Contractor’s current license and certifications upon request. Contractor shall cooperate with the Director, Court officials, staff, and all other members of the Program team while providing services under this Agreement. All services will be performed in accordance with federal, state, and local laws. Contractor will maintain current certifications, licenses, and permits as required for services provided to the County. Any changes to the scope of service shall be made in writing and mutually agreed upon by both parties. Contractor is not obligated to perform services beyond what is contemplated by this Agreement.

2. Compensation

Contractor shall receive from County the following compensation for services provided under the terms of this Agreement:

For services provided for the Mental Health Court program:

- Moral Reconation Therapy (MRT): ONE HUNDRED DOLLARS AND 00/100 CENTS (\$100.00) per hour for classes and FIFTY DOLLARS AND 00/100 CENTS (\$50.00) per hour for team meetings, in a total amount not to exceed \$16,000.00 annually.

For services provided for the Veterans Court program:

- Moral Reconation Therapy (MRT): ONE HUNDRED DOLLARS AND 00/100 CENTS (\$100.00) per hour for classes and FIFTY DOLLARS AND 00/100 CENTS (\$50.00) per hour for team meetings, in a total amount not to exceed \$12,160.00 annually.

For services provided for the Family Treatment Court program:

- Moral Reconation Therapy (MRT): ONE HUNDRED DOLLARS AND 00/100 CENTS (\$100.00) per hour for classes and FIFTY DOLLARS AND 00/100 CENTS (\$50.00) per hour for team meetings, in a total amount not to exceed \$10,000.00 annually.

Under the terms of this Agreement, payment for all services may not exceed a total compensation amount of THIRTY-EIGHT THOUSAND ONE HUNDRED SIXTY DOLLARS AND 00/100 CENTS (\$38,160.00) annually. Contractor acknowledges and agrees that compensation is dependent upon the amount of available funds in the

operating budget of each program within the overall Program and that under no circumstances will Contractor receive compensation should the balance of the operating budget not support such compensation. Contractor further acknowledges and agrees that grant funds will be monitored by the Director and cannot exceed the total amount awarded for all contractors participating in the grant program. Invoices will be paid in the order in which they are received so long as funds remain available for the applicable program. Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from receipt of invoice. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by this Agreement.

3. Term

This Agreement has an effective date of July 1, 2024, and shall terminate without any further obligation on the part of County on June 30, 2025, unless terminated sooner by mutual agreement of the Parties. This Agreement is subject to and limited to the availability of grant funding which shall not exceed the total annual compensation amount of \$38,160.00.

4. Termination

Either Party may terminate this Agreement, or any part of this Agreement, upon thirty (30) days written notice, with or without cause, and with no penalty or additional cost beyond the rates stated in this Agreement. In the event of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination.

5. Grounds for Termination. Commission of any of the offense listed below by Contractor may result in immediate termination of this Agreement, without notice, by the County:

- Arrest for a felony offense
- Arrest and conviction for a misdemeanor offense which involves substance use
- Acts involving moral turpitude
- Fraternization outside the professional context with any participant of the Program
- Conduct detrimental to the goals of the Program as determined by the sole discretion of the Superior Court

6. Fiscal Non-Appropriation Clause

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. In the event that there ceases to be appropriated funds available to pay any obligation under this Agreement, this Agreement shall be terminated.

7. County Obligations

County shall timely provide all information, including Client contacts and other documentation reasonably required by Contractor to perform Services. County grants Contractor full privilege, and non-exclusive, non-transferable license to use all such materials as reasonably required to perform the terms of this Agreement.

8. Performance Standards

Contractor shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services.

9. Independent Contractor

Contractor is an independent contractor and not an agent, partner, joint venturer, or employee of County. Neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Contractor will be responsible for and compensation paid under this Agreement shall include, the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in performing services and complying with this Agreement. Contractor will not make any representations, warranties, or commitments binding the County without the County's written consent. The compensation set forth in this Agreement shall be the sole payment for services rendered. Contractor shall provide county with a W-9 form for each contract term for which services are performed. Contractor and County agree that Contractor will be free to contract for similar services to be performed for other employers while under Contract with County.

Contractor acknowledges and agrees that Contractor is not entitled to receive Unemployment Insurance Benefits or Worker's Compensation Coverage. Further, Contractor is obligated to pay Federal and State Income Tax on any moneys received from County for services provided under this Agreement.

10. Subcontracting and Assignment

Contractor shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent. Should Contractor subcontract any services, Contractor shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Contractor has under this Agreement; and in no circumstances shall the County's responsibilities towards subcontractor be greater than County's responsibilities to Contractor under this Agreement.

11. Conflicts of Interest

Contractor and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

12. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Contractor or any Officer, employee, representative, or agent of Contractor. Contractor shall have no obligations under this Section to the extent that any Claim arises as a result of Contractor's compliance with County law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

13. Insurance

Contractor shall procure and maintain such insurance coverage as is required by the Director. County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of County, and Contractor assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

14. Confidential Information and Open Records

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

15. Audit Clause

County or its authorized agent shall have the right to audit and inspect financial records pertaining to services offered under this Agreement from time to time during the contract term, upon reasonable notice to Contractor and during Contractor's ordinary business hours.

16. Publicity

Contractor shall not release without prior written approval from County, any publicity regarding services provided, including but not limited to, notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor, identifying County as receiving goods or services under this Agreement.

17. Confidentiality

Contractor shall not disclose, directly, or indirectly, any confidential information or trade secrets of County without prior written consent of County or pursuant to a lawful court order directing such disclosure.

18. Discrimination and ADA Compliance

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment

advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

19. Drug Free Workplace

Contractor and any subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

20. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:

Macon-Bibb County, Georgia

Attn: Mayor

700 Poplar Street

Macon, Georgia 31202-0247

For Independent Contractor:

The Step After – Evidence Based Programming,
LLC

Attn: Latrelle Mims

750 Riverside Drive Lane, Suite 143

Macon, Georgia 31201

thestepafter1@gmail.com

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

21. Force Majeure

Any delay or non-performance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

22. Dispute Resolution and Jury Trial

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties may try in good faith to settle the dispute by mediation before resorting to some other dispute resolution procedure or litigation; however, mediation is not a required pre-condition to litigation. Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County State or Superior Court, or the Federal District

Court for the Middle District of Georgia (Macon Division). County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

23. Attorney's Fees

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

24. Authority to Execute

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

25. Counterparts

This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

26. Electronic Representations and Records

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

27. Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

28. Severability

In the event that any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

29. Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

30. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations or agreements, oral or written, between the Parties pertaining to the same subject matter. This Agreement may only be amended or modified in writing by consent of both Parties. Contractor may not unilaterally amend or modify this Agreement by including provisions in its invoices, or other business forms, which shall be deemed objected to by County and of no force or effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of July 1, 2024.

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor

Attested: _____
Janice S. Ross, Clerk of Commission

The Step After – Evidence Based Programming, LLC:

By: _____
Latrelle Mims, Owner

Attested: _____

(Printed Name & Title)

Q:\CONTRACTS\FY 25 Accountability Court Agreements\The Step After - MRT.Docx

EXHIBIT A

Scope of Work for MRT (The Step After, LLC.)

Contractor shall provide services agreed to by Macon-Bibb County and the Contractor in cooperation with Program staff. The services to be provided by the Contractor shall include, but are not limited to:

- 1) Provides a qualified, appropriately trained, and current certified facilitator to conduct MRT sessions, if Latrelle Mims is not able to teach the group sessions.
- 2) Verifies all group participants log in and out when attending each session.
- 3) Conducts one (1) pretest and one (1) post-test MRT assessment for each participant.
- 4) Ensures that each MRT assessment shall not exceed 30 minutes.
- 5) Provides required MRT assessment results to the Program Coordinator.
- 6) Conducts a Women's Group MRT session no less than one (1) to two (2) times per week.
- 7) Conducts a Men's Group MRT session no less than one (1) to two (2) times per week.
- 8) Verifies that each session will last an hour and a half (1.5 hours) with an additional thirty (30) minutes to key data from the session into ACCM.
- 9) Ensures all case notes are entered into ACCM within forty-eight (48) hours of completing each group session.
- 10) Ensures notes include attendance, information about step worked on with each participant, and notation about any issues or concerns for each client.
- 11) Appears in court sessions or at treatment team meetings on a requested/as needed basis based on the Coordinator's or Director's request (possibly twice per month).
- 12) Attending Council of Accountability Court Judges (CACJ) trainings and conferences does not guarantee paid training/conference hours. The Accountability Court pays for hotel, meals, and mileage. Reimbursement for attendance is at the discretion of the presiding Judge and/or Director.
- 13) May perform other duties as assigned or required by the Program Coordinator or Director.
- 14) All invoices must be submitted once a month to the Coordinator(s) prior to the due date. A notification/reminder email will be sent by the Director or Coordinator(s) with the due date.

15) Failure to comply with the Scope of Work may result in delayed payment, reprimand, or contract termination.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND ENHANCE BEHAVIORAL HEALTH, LLC**

This Professional Services Agreement ("Agreement") is made and entered into this ____ day of _____, 2024 by and between Macon-Bibb County, Georgia ("County") and Enhance Behavioral Health, LLC, a Georgia limited liability company with a principal office address of 141 Wolf Creek Drive North, Macon, Georgia 31210 ("Contractor"), collectively the "Parties."

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

1. Scope of Services

Contractor shall perform services for the Superior Court of Macon-Bibb County Accountability Courts (the "Program") as described in Exhibit A - Scope of Work ("Exhibit A"), attached hereto and incorporated by reference. Contractor shall provide the Accountability Court Director ("Director") with a copy of Contractor's current license and certifications upon request. Contractor shall cooperate with the Director, Court officials, staff, and all other members of the Program team while providing services under this Agreement. All services will be performed in accordance with federal, state, and local laws. Contractor will maintain current certifications, licenses, and permits as required for services provided to the County. Any changes to the scope of service shall be made in writing and mutually agreed upon by both parties. Contractor is not obligated to perform services beyond what is contemplated by this Agreement.

2. Compensation

Contractor shall receive from County FIFTY DOLLARS AND 00/100 CENTS (\$50.00) per hour for general counseling services and ONE HUNDRED TWENTY-FIVE DOLLARS AND 00/100 CENTS (\$125.00) per hour for Prime Solutions counseling, not to exceed a total compensation amount of THIRTY-ONE THOUSAND SIX HUNDRED DOLLARS AND 00/100 CENTS (\$31,600.00) annually, with a maximum amount of \$5,400.00 to be derived from general counseling services to the Adult Felony Drug Court program, a maximum amount of \$8,000.00 to be derived from Prime Solutions counseling services to the Adult Felony Drug Court and the Mental Health Court programs, and a maximum amount of \$18,200.00 to be derived from general counseling services to the Mental Health Court program. Contractor acknowledges and agrees that compensation is dependent upon the amount of available funds in the operating budget of each program within the overall Program and that under no circumstances will Contractor receive compensation should the balance of the operating budget not support such compensation. Contractor further acknowledges and agrees that grant funds will be monitored by the Director and cannot exceed the total amount awarded for all contractors participating in the grant program. Invoices will be paid in the order in which they are received so long as funds remain available for the applicable program. Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from receipt of invoice. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by this Agreement.

3. Term

This Agreement has an effective date of July 1, 2024 and shall terminate without any further obligation on the part of County on June 30, 2025, unless terminated sooner by

mutual agreement of the Parties. This Agreement is subject to and limited to the availability of grant funding which shall not exceed the total annual compensation amount of \$31,600.00.

4. Termination

Either Party may terminate this Agreement, or any part of this Agreement, upon thirty (30) days written notice, with or without cause, and with no penalty or additional cost beyond the rates stated in this Agreement. In the event of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination.

5. Grounds for Termination. Commission of any of the offense listed below by Contractor may result in immediate termination of this Agreement, without notice, by the County:

- Arrest for a felony offense
- Arrest and conviction for a misdemeanor offense which involves substance use
- Acts involving moral turpitude
- Fraternization outside the professional context with any participant of the Program
- Conduct detrimental to the goals of the Program as determined by the sole discretion of the Superior Court

6. Fiscal Non-Appropriation Clause

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. In the event that there ceases to be appropriated funds available to pay any obligation under this Agreement, this Agreement shall be terminated.

7. County Obligations

County shall timely provide all information, including Client contacts and other documentation reasonably required by Contractor to perform Services. County grants Contractor full privilege, and non-exclusive, non-transferable license to use all such materials as reasonably required to perform the terms of this Agreement.

8. Performance Standards

Contractor shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services.

9. Independent Contractor

Contractor is an independent contractor and not an agent, partner, joint venturer, or employee of County. Neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Contractor will be responsible for and compensation paid under this Agreement shall include the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in performing

services and complying with this Agreement. Contractor will not make any representations, warranties, or commitments binding the County without the County's written consent. The compensation set forth in this Agreement shall be the sole payment for services rendered. Contractor shall provide county with a W-9 form for each contract term for which services are performed. Contractor and County agree that Contractor will be free to contract for similar services to be performed for other employers while under Contract with County.

Contractor acknowledges and agrees that Contractor is not entitled to receive Unemployment Insurance Benefits or Worker's Compensation Coverage. Further, Contractor is obligated to pay Federal and State Income Tax on any moneys received from County for services provided under this Agreement.

10. Subcontracting and Assignment

Contractor shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent. Should Contractor subcontract any services, Contractor shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Contractor has under this Agreement; and in no circumstances shall the County's responsibilities towards subcontractor be greater than County's responsibilities to Contractor under this Agreement.

11. Conflicts of Interest

Contractor and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

12. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Contractor or any Officer, employee, representative, or agent of Contractor. Contractor shall have no obligations under this Section to the extent that any Claim arises as a result of Contractor's compliance with County law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

13. Insurance

Contractor shall procure and maintain such insurance coverage as required by the Director. County shall be under no obligation to ensure that Contractor, or any

subcontractor, complies with the insurance requirements of County, and Contractor assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

14. Confidential Information and Open Records

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

15. Audit Clause

County or its authorized agent shall have the right to audit and inspect financial records pertaining to services offered under this Agreement from time to time during the contract term, upon reasonable notice to Contractor and during Contractor's ordinary business hours.

16. Publicity

Contractor shall not release without prior written approval from County, any publicity regarding services provided, including but not limited to, notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor, identifying County as receiving goods or services under this Agreement.

17. Confidentiality

Contractor shall not disclose, directly, or indirectly, any confidential information or trade secrets of County without prior written consent of County or pursuant to a lawful court order directing such disclosure.

18. Discrimination and ADA Compliance

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

19. Drug Free Workplace

Contractor and any subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

20. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile or email with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:

Macon-Bibb County, Georgia
Attn: Mayor
700 Poplar Street
Macon, Georgia 31202-0247

For Independent Contractor:

Enhance Behavioral Health, LLC
Attn: Myrana Craig
3083 Vineville Avenue
Macon, Georgia 31204
Myranacraig@gmail.com

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

21. Force Majeure

Any delay or non-performance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

22. Dispute Resolution and Jury Trial

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties may try in good faith to settle the dispute by mediation before resorting to some other dispute resolution procedure or litigation; however, mediation is not a required pre-condition to litigation. Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County State or Superior Court, or the Federal District Court for the Middle District of Georgia (Macon Division). County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

23. Attorney's Fees

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

24. Authority to Execute

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

25. Counterparts

This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

26. Electronic Representations and Records

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

27. Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

28. Severability

In the event that any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

29. Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

30. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations or agreements, oral or written, between the Parties pertaining to the same subject matter. This Agreement may only be amended or modified in writing by consent of both Parties. Contractor may not unilaterally amend or modify this Agreement by including provisions in its invoices, or other business forms, which shall be deemed objected to by County and of no force or effect.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of July 1, 2023.

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor

Attested: _____
Janice S. Ross, Clerk of Commission

Enhance Behavioral Health, LLC:

By: _____
Myrana Craig

Attested: _____

(Printed Name & Title)

Q:\CONTRACTS\FY 2025 Accountability Court Agreements\Enhance Behavioral Health, LLC -
Counseling.Docx

EXHIBIT A

Scope of Work for Counseling (Enhance Behavioral Health - Myrana Craig)

The services to be provided by the Contractor shall include, but are not limited to:

- 1) Conduct individual assessments for each individual participant.
- 2) Develop a case management plan for each individual participant.
- 3) Develop a service treatment plan for each individual participant.
- 4) Provide individual and/or group counseling sessions.
- 5) Provide notes for each participant's session and/or group sessions by the date and time established in the email sent by the Coordinator and/or Director.
- 6) Ensure all notes are entered into ACCM system within forty-eight (48) hours of completing each session.
- 7) Ensure notes include attendance, information about steps/goals worked on with each participant, and notation about any issues or concerns for each participant.
- 8) Appear in court sessions or at treatment team meetings on a requested/as needed basis based on the Coordinator's or Director's request (possibly twice per month).
- 9) Attend all required training and certification required by Council of Accountability Court Judges (CACJ) or at the Director's request.
- 10) May perform other duties as assigned or required by the Program Coordinator or Director.
- 11) All invoices must be submitted once a month to the Coordinator(s) prior to the due date. A notification/reminder email will be sent by the Director or Coordinator(s) with the due date.
- 12) Failure to comply with the Scope of Work may result in delayed payment, reprimand, or contract termination.

Scope of Work for Prime Solutions and Prime for Life
(Enhance Behavioral Health – Myrana Craig)

The services to be provided by the Contractor shall include, but are not limited to:

- 1) Provide group and individual intensive evidence-based counseling for participants in Drug Court and Mental Health Court.
- 2) Assist participants in developing treatment plans that consider their needs and goals as well as the program objectives.
- 3) Maintain records of class and group participation and prepare reports, as necessary.
- 4) Maintain the skills and knowledge necessary to provide quality treatment.
- 5) Attend all required training and certification required by Council of Accountability Court Judges (CACJ) or at the Director's request.
- 6) Ensure all case notes are entered into ACCM within forty-eight (48) hours of completing each group session.
- 7) Ensure notes include attendance, information about step worked on with each participant, and notation about any issues or concerns for each client.
- 8) Provide notes for each participant's session and/or group sessions by the date and time established in the email sent by the Coordinator and/or Director.
- 9) Appear in court sessions or at treatment team meetings on a requested/as needed basis based on the Coordinator's or Director's request.
- 10) May perform other duties as assigned or required by the Program Coordinator or Director.
- 11) All invoices must be submitted once a month to the Coordinator(s) prior to the due date. A notification/reminder email will be sent by the Director or Coordinator(s) with the due date.
- 12) Failure to comply with the Scope of Work may result in delayed payment, reprimand, or contract termination.

**DRUG SCREENING AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND REDWOOD TOXICOLOGY LABORATORY, INC.**

This Drug Screening Agreement ("Agreement") is made and entered into this ____ day of _____ 2024 by and between Macon-Bibb County, Georgia ("County") and Redwood Toxicology Laboratory, Inc., a foreign corporation with a principal office address of 3650 Westwind Boulevard, Santa Rosa, CA 95403 ("Contractor"), collectively the "Parties."

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

1. Scope of Services

Contractor shall provide forensic alcohol and drug testing services for the Superior Court of Macon-Bibb County Accountability Court Programs (the "Program") as described in Exhibit A - Scope of Work ("Exhibit A"), attached hereto and incorporated by reference. Contractor shall provide the Accountability Court Director ("Director") with a copy of Contractor's current license and certifications upon request. Contractor shall cooperate with the Director, Court officials, staff, and all other members of the Program team while providing services under this Agreement. All services will be performed in accordance with federal, state, and local laws. Contractor will maintain current certifications, licenses, and permits as required for services provided to the County. Any changes to the scope of service shall be made in writing and mutually agreed upon by both parties. Contractor is not obligated to perform services beyond what is contemplated by this Agreement.

2. Compensation

Contractor shall receive from County compensation for services under the terms of this Agreement not to exceed a total amount of FORTY-EIGHT THOUSAND FIVE HUNDRED THIRTY-NINE DOLLARS AND 00/100 CENTS (\$48,920.00) annually, with a maximum amount \$17,003.00 to be paid for drug screening for Adult Felony Drug Court, a maximum amount \$17,003.00 to be paid for drug screening for Mental Health Court, a maximum amount of \$8,910.00 to be paid for drug screening for Veterans Court, and a maximum amount of \$6,004.00 to be paid for drug screening for Family Treatment Court. Contractor acknowledges and agrees that compensation is dependent upon the amount of available funds in the operating budget of the respective Accountability Court programs and that under no circumstances will Contractor receive compensation should the balance of the operating budget not support such compensation. Contractor further acknowledges and agrees that grant funds will be monitored by the Director and cannot exceed the total amount awarded for all contractors participating in the grant program. Invoices will be paid in the order in which they are received so long as funds remain available for the applicable program. Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from receipt of invoice. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by this Agreement.

3. Term

This Agreement has an effective date of July 1, 2024, and shall terminate without any further obligation on the part of County on June 30, 2025, unless terminated sooner by mutual agreement of the Parties. This Agreement is subject to and limited to the

availability of grant funding which shall not exceed the total annual compensation amount of \$48,920.00.

4. Termination

Either Party may terminate this Agreement, or any part of this Agreement, upon thirty (30) days written notice, with or without cause, and with no penalty or additional cost beyond the rates stated in this Agreement. In the event of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination.

6. Fiscal Non-Appropriation Clause

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. In the event that there ceases to be appropriated funds available to pay any obligation under this Agreement, this Agreement shall be terminated.

7. County Obligations

County shall timely provide all information, including Client contacts and other documentation reasonably required by Contractor to perform Services. County grants Contractor full privilege, and non-exclusive, non-transferable license to use all such materials as reasonably required to perform the terms of this Agreement.

8. Performance Standards

Contractor shall perform the services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services.

9. Independent Contractor

Contractor is an independent contractor and not an agent, partner, joint venturer, or employee of County. Neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Contractor will be responsible for and compensation paid under this Agreement shall include the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in performing services and complying with this Agreement. Contractor will not make any representations, warranties, or commitments binding the County without the County's written consent. The compensation set forth in this Agreement shall be the sole payment for services rendered. Contractor shall provide county with a W-9 form for each contract term for which services are performed. Contractor and County agree that Contractor will be free to contract for similar services to be performed for other employers while under Contract with County.

Contractor acknowledges and agrees that Contractor is not entitled to receive Unemployment Insurance Benefits or Worker's Compensation Coverage. Further, Contractor is obligated to pay Federal and State Income Tax on any moneys received from County for services provided under this Agreement.

10. Subcontracting and Assignment

Contractor shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent. Should Contractor subcontract any services, Contractor shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Contractor has under this Agreement; and in no circumstances shall the County's responsibilities towards subcontractor be greater than County's responsibilities to Contractor under this Agreement.

11. Conflicts of Interest

Contractor and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

12. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Contractor or any Officer, employee, representative, or agent of Contractor. Contractor shall have no obligations under this Section to the extent that any Claim arises as a result of Contractor's compliance with County law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

In no event will contractor be liable for any indirect, special, punitive, exemplary or consequential damages of any kind (including reputational harm, lost profits, loss of business, or other similar damages). To the full extent permitted by applicable law, contractor's maximum aggregate liability for all claims hereunder including, but not limited to, indemnification, is limited to the amount paid or payable to contractor by county in the 12 months prior to the event giving rise to the claim.

13. Insurance

Contractor shall procure and maintain such insurance coverage as required by the Director. County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of County, and Contractor assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business.

14. Confidential Information and Open Records

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

15. Audit Clause

To the extent applicable by law, County or its authorized agent shall have the right to audit and inspect financial records pertaining to services offered under this Agreement from time to time during the contract term, upon reasonable notice to Contractor and during Contractor's ordinary business hours.

16. Publicity

Contractor shall not release without prior written approval from County, any publicity regarding services provided, including but not limited to, notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor, identifying County as receiving goods or services under this Agreement.

17. Confidentiality

Contractor shall not disclose, directly, or indirectly, any confidential information or trade secrets of County without prior written consent of County or pursuant to a lawful court order directing such disclosure.

18. Discrimination and ADA Compliance

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

19. Drug Free Workplace

Contractor and any subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

20. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with

delivery charges prepaid; or (d) via facsimile or email with a copy sent that same day via (a), (b), or (c). In no address is provided below, Notice will be deemed to be given when sent to the email address provided below. All Notices shall be addressed as follows:

For County:

Macon-Bibb County, Georgia
Attn: Mayor
700 Poplar Street
Macon, Georgia 31202-0247

For Independent Contractor:

Redwood Toxicology Laboratory, Inc.
Attn: Kristin Champion, Contracts Supervisor
kristin.champion@abbott.com

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

21. Force Majeure

Any delay or non-performance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

22. Dispute Resolution and Jury Trial

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties may try in good faith to settle the dispute by mediation before resorting to some other dispute resolution procedure or litigation; however, mediation is not a required pre-condition to litigation. Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County State or Superior Court, or the Federal District Court for the Middle District of Georgia (Macon Division). County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

23. Attorney's Fees

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

24. Authority to Execute

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

25. Counterparts

This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature

by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

26. Electronic Representations and Records

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

27. Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

28. Severability

In the event that any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

29. Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

30. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations or agreements, oral or written, between the Parties pertaining to the same subject matter. This Agreement may only be amended or modified in writing by consent of both Parties. Contractor may not unilaterally amend or modify this Agreement by including provisions in its invoices, or other business forms, which shall be deemed objected to by County and of no force or effect.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of July 1, 2024.

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor

Attested: _____
Janice S. Ross, Clerk of Commission

Redwood Toxicology Laboratory, Inc.:

By: _____

Attested: _____

(Printed Name & Title)

Q:\CONTRACTS\FY 2025 Accountability Court Agreements\Redwood Toxicology - Drug Screens.Docx

EXHIBIT A



3650 Westwind Boulevard
Santa Rosa, CA 95403
T: +1 800 255 2159
F: +1 707 577 8102

Exhibit A
Pricing Schedule
Macon-Bibb County

Section I: Laboratory Drug & Alcohol Testing Services - Urine

URINE LAB TESTS - STANDARD DRUGS

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
Various	Urine 1 Panel - Screen Only	\$5.50
E30	Urine 7 Panel AMP,BZO,COC,CR,ETG,OPI,THC - Screen Only	\$8.55
Various	GC-MS, LC-MS/MS or GC-FID Standard Urine Confirmation - cost per drug	\$22.00
5647	Ethyl Glucuronide (EtG) - Confirmation Only	\$22.00

Initial screening of standard laboratory tests at RTL will be performed by enzyme immunoassay (EIA). Screening and confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change. Drugs available in the standard panels vary by panel code.

When laboratory confirmation tests are requested following a screen, they will be performed on an independent portion of the original specimen using gas chromatography-mass spectrometry (GC-MS), liquid chromatography-tandem mass spectrometry (LC-MS/MS), or gas chromatography-gas flame ionization (GC-FID), depending on drug class. GC-FID is used only on samples requiring alcohol (EtOH) confirmation. Confirmation on positive screens for the drugs included in the panel are available at the prices listed above. Separate fees will be incurred for confirmations performed on drugs that are not part of a standard panel, and for designer or esoteric drugs. Confirmation methodologies, as well as cutoff levels, vary by drug or metabolite and are subject to change at RTL's discretion. Panel codes and testing equipment are also subject to change.

URINE LAB TESTS - SPECIALTY DRUGS

TEST CODE	DESCRIPTION	PRICE PER SPECIMEN
1163	LSD Screen Only	\$35.00
2267	Carisoprodol Screen Only	\$15.00
5292	Buprenorphine - Confirmation Only	\$25.00
5504	Fentanyl - Confirmation Only	\$25.00
5960	Kratom - Confirmation Only	\$31.00
P80	Designer Stimulants - Premium	\$55.00

Section II: Laboratory Supplemental Services

PROBLEMATIC SPECIMEN CHARGES AND ADDITIONAL SERVICE CHARGES

TEST CODE	DESCRIPTION	PRICE PER OCCURRENCE
QNS	Insufficient Volume	\$10.00
PROB	Chain of Custody (COC) and/or Specimen Label Errors	\$10.00
	Product and/or Supply Shipping Errors due to Incorrect Address Provided	\$25.00
ADS	Accidental Delivery Specimen - Specimen Sent to RTL In Error	\$100.00
FEDEX	Short Shipment - Less than Five (5) Specimens	\$12.00
PULL	Specimen Retrieval from Storage for Follow-Up Testing	\$10.00
AFFD	Affidavits	\$100.00
INTP	Interpretations	\$100.00
STAT	STAT Testing Requests (Priority)	\$100.00
CORT	Telephonic or Webinar Court Testimony	\$250.00
	In-Person Court Testimony	\$800 per day + travel

Collection & Shipping Supplies

RTL provides all necessary urine specimen collection kits and shipping supplies to its clients at no additional cost. For urine testing these supplies include:

- Urine specimen collection kits: beakers with built-in temperature strips and specimen bottles
- Specimen baggies with absorbent material
- Lab requisition (chain of custody) forms -- self-print electronic collection
- Pre-paid FedEx or UPS lab packs or pre-paid U.S. mailer boxes

Lab Supply Shipping and Handling: Outbound lab supply orders will be shipped at no charge for ground service delivery. Expedited shipping of supplies will be charged on an 'at cost' basis. FOB Shipping Point.

Specimen Shipment to RTL: Next day air service of inbound specimens sent to RTL for testing is provided at no charge when five (5) or more urine and/or oral fluids specimens are sent in each FedEx overnight shipment. Any combination of urine and/or oral fluids devices may be shipped together via FedEx overnight service. Fewer than five (5) specimens sent to the lab by next day air service will be assessed a twelve dollar (\$12.00) charge per shipment.



3650 Westwind Boulevard
 Santa Rosa, CA 95403
 T: +1 800 255 2159
 F: +1 707 577 8102

Exhibit A
Pricing Schedule
Macon-Bibb County

Section II: Rapid Drug & Alcohol Screening Devices

iScreen Urine Test Drug Screen Slim Cups

PART NUMBER	DRUG(S)	CONFIGURATION	PRICE PER DEVICE	BOX PRICE (25/BOX)
ABTDUAF120701A	20	Slim Cup 20 AMP500, BAR200, BUP5, BZO200, COC150, ETG500, FTY20, K2 25, MDMA500, MAMP500, MOP300, MTD300, OXY100, PCP25, TCA1000, THC metab 50, TRA200, KET100, KRA250, 6-MAM10 + OX,CR,PH - FFUO**	\$5.98	\$149.50

Device Order Shipping & Handling: Device orders will be shipped at no charge for ground service delivery. Expedited shipping of device orders will be charged on an 'at cost' basis. FOB Shipping Point.

****Forensic Use Only (FFUO)** devices are intended for use only in drugs of abuse testing for law enforcement purposes. Appropriate users of such devices include, for example, court systems, police departments, probation/parole offices, juvenile detention centers, prisons, jails, correction centers and other similar law enforcement entities, or laboratories or other establishments performing forensic testing for these entities. Forensic Use Only devices are not designed, tested, developed, or labeled for use in other settings, such as clinical diagnostic or workplace settings.



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH TEEGER ENTERTAINMENT & CONSULTANTS INC., IN THE AMOUNT OF \$65,000.00 PER YEAR, FOR THE MANAGEMENT OF HENDERSON STADIUM, TO BE PAID FROM THE RECREATION DEPARTMENT – CONTRACTUAL SERVICES LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County is the owner of Brad Henderson Memorial Stadium (“Henderson Stadium”); and

WHEREAS, the Macon-Bibb County Commission desires to increase community engagement at Henderson Stadium; and

WHEREAS, to optimize the stadium’s use as an event venue, Macon-Bibb County desires to contract with a local entertainment management company to manage and promote Henderson Stadium; and

WHEREAS, Teeger Entertainment & Consultants Inc. is a local company with the experience required to manage Henderson Stadium as an event venue; and

WHEREAS, the Macon-Bibb County Commission desires to enter into an agreement with Teeger Entertainment & Consultants Inc. for the management of Henderson Stadium in the amount of \$65,000.00 per year; and

WHEREAS, pursuant to subsection 19-10(b) of the Macon-Bibb County Code of Ordinances, competitive procurement of consultants is not required; and

WHEREAS, pursuant to subsection 19-10(b) of the Macon-Bibb County Code of Ordinances, where the total dollar amount of the services to be provided by a consultant is expected

to exceed \$25,000, the procurement of such services must be approved by a resolution of the Macon-Bibb County Commission; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement with Teeger Entertainment & Consultants Inc, in the amount of \$65,000.00 per year, for the management of Henderson Stadium as an event venue, in substantially the same form as Exhibit A, attached hereto and incorporated herein by reference, to be paid from the Recreation Department – Contractual Services line item.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby grants the Mayor, the County Manager, and their designees, the authority to further negotiate and agree to modifications to the Scope of Services included in Exhibit A without further approval of the Macon-Bibb County Commission so long as those modifications relate only to the management of Henderson Stadium and such modifications do not alter the dollar amount of the Agreement.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor, and the County Manager, or their designees, the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

Attest: _____
JANICE S. ROSS, Clerk of the Commission

*Q:\RES MACON-BIBB\2024 Miller Authorizing Agreement With Teegee Entertainment And Consultatnts Inc For
Henderson Stadium Management - \$65,000.00 8-16-24.Docx*

EXHIBIT A

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND TEEGER ENTERTAINMENT & CONSULTANTS INC.**

This Professional Service Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("County"), a political subdivision of the State of Georgia, and Teeger Entertainment & Consultants Inc ("Contractor"), a Georgia corporation, with a principal address 109 Charlotte Ct., Macon, Georgia 31220, collectively the "Parties."

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

1. Scope of Services

Contractor shall commence, diligently pursue, and perform those services identified in Exhibit A – Independent Contractor Service Addendum ("Exhibit A"), attached hereto and incorporated by reference. Generally, Contractor will be responsible for the management of Henderson Stadium, and other venues as may be directed by the County, subject to the terms provided in this Agreement and Exhibit A.

All services shall be performed in accordance with federal, state, and local laws. Contractor will maintain current certifications, licenses, and permits as required for services provided to the County. Any changes to this Scope of Services shall be made in writing and mutually agreed upon by the Parties.

2. Compensation

Contractor shall receive a fixed rate of SIXTY-FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$65,000.00) per year for services to be performed as described in Exhibit A. County shall pay Contractor in twelve (12) equal monthly payments.

County will not pay to Contractor any additional sums for expenses incurred by Contractor in the performance of the Scope of Work, including travel reimbursements, unless specifically agreed to in writing by the County before such expense is incurred.

County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by this Agreement. Any amount charged to County in excess of the amount stated in this Agreement must be approved by County in writing in the form of an Amendment prior to performance of services. Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from County's receipt of invoice. County is tax exempt and cannot agree to pay State or Federal taxes.

3. Term

This Agreement shall be effective as of the date it is fully executed by the Parties. Contractor shall immediately commence performance of services upon its receipt of the fully executed Agreement. This Agreement shall continue in full force and effect until June 30, 2025, at which time this Agreement shall terminate absolutely and without further obligation on the part of the County. Thereupon, this Agreement shall be automatically renewed on July 1st, and shall again expire absolutely and without further obligation on the part of the County on June 30th of each of the following years until this Agreement terminates on June 30, 2026. The Parties agree that this Agreement shall terminate

absolutely and with no further obligation on the part of the County on June 30, 2026, provided that the term of this Agreement may be extended, in writing and by mutual consent of the Parties, for two additional one-year terms, automatically terminating and renewing on June 30th and July 1st of each respective year as described above.

4. Termination by County

This Agreement may be terminated by the County for cause during the term of this Agreement or any renewal thereof with no penalty or additional cost beyond the rates stated in this Agreement. Should County terminate this Agreement at any time other than upon the expiration of an annual term, Contractor shall be compensated in a pro-rated amount to be calculated by monthly payments payable only through the month of termination. Contractor will not be compensated the full annual amount for an early termination of this Agreement for any reason.

This Agreement may be immediately terminated by the County for the following reasons:

- Contractor's failure to comply with any term of this Agreement or any amendment hereto, provided that County may, in its discretion, provide Contractor with notice and an opportunity to cure such failure to comply within a specified time period prior to termination;
- Pursuant to Section 9 of this Agreement;
- Pursuant to Section 19 of this Agreement;
- Contractor's arrest for any crime;
- Contractor's failure to comply with any federal, state, or local law, ordinance, or regulation in the course of performing services pursuant to this Agreement;
- Contractor's insolvency or bankruptcy;
- In the event there ceases to be appropriated funds available to pay the financial obligations of the County pursuant to this Agreement (Section 6 of this Agreement); or
- County's closure of Henderson Stadium as an event venue for any period greater than 90 days.

5. Termination by Contractor

Contractor may terminate this Agreement at any time upon 60 days written notice to the County.

6. Fiscal Non-Appropriation Clause

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. In the event that there ceases to be appropriated funds available to pay any obligation under this Agreement, this Agreement shall terminate immediately, by operation of law, without notice, and with no obligation to make further payment to Contractor.

7. Performance Standards

Contractor shall perform the services contemplated by this Agreement using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services.

The County may, at any time after the date that is one year from the date of execution of this Agreement, in writing impose additional performance standards, such as Contractor

meeting revenue goals or number of event goals, that will automatically be incorporated into this Agreement. Nothing in this paragraph shall prevent the County from incorporating any results-based goals into the marketing plan for the Facilities, provided that such goals shall be treated as aspirational only, and not mandatory on the Parties, until after the date that is one year from the date of execution of this Agreement.

8. Independent Contractor

Contractor is an independent contractor and not an agent, partner, joint venturer, or employee of County. Neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Contractor will be responsible for and compensation paid under this Agreement shall include the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in performing services and complying with this Agreement. Contractor will not make any representations, warranties, or commitments binding the County without the County's written consent. The compensation set forth in this Agreement shall be the sole payment for services rendered. Contractor shall provide county with a W-9 form for each contract term for which services are performed. Contractor and County agree that Contractor will be free to contract for similar services to be performed for other employers while under Contract with County.

Contractor acknowledges and agrees that Contractor is not entitled to receive Unemployment Insurance Benefits or Worker's Compensation Coverage. Further, Contractor is obligated to pay Federal and State Income Tax on any moneys received from County for services provided under this Agreement.

9. Coordination with County Departments

Contractor understands and expressly acknowledges that this position requires extensive coordination with County departments. Contractor shall provide County departments with sufficient advanced notice of events such that County can perform the tasks required for Contractor to successfully execute the events. Contractor shall engage with all County department heads and staff in a courteous manner. The County may terminate this Agreement for cause, without opportunity for cure, in the event of Contractor's failure to timely notify County departments of events or of the necessity of maintenance at Henderson Stadium or discourteous communications with County officials or employees.

10. Subcontracting and Assignment

Contractor shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent. Should Contractor subcontract any services, Contractor shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Contractor has under this Agreement; and in no circumstances shall the County's responsibilities towards subcontractor be greater than County's responsibilities to Contractor under this Agreement. Any subcontractors or

employees hired by Contractor to assist with the Contractor's performance under this Agreement shall be paid entirely by Contractor, out of Contractor's own funds, and Contractor shall be responsible for providing worker's compensation insurance and for paying and withholding all required taxes, in accordance with the law. For purposes of this Agreement, County employees assigned in their official capacity to do work at the Facilities shall not be considered subcontractors or employees of Contractor for any purpose.

11. Conflicts of Interest

Contractor and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation of services performed prior to the date of termination.

12. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Contractor or any Officer, employee, representative, or agent of Contractor. Contractor shall have no obligations under this Section to the extent that any Claim arises as a result of Contractor's compliance with County law, ordinances, rules, regulations, resolution, executive orders, or other written instructions received from County.

13. Insurance

Contractor shall procure and maintain and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages required by County as detailed below. Coverage shall remain in effect throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

(a) If applicable, Worker's compensation insurance to cover obligations imposed by applicable law by any employee engaged in the performance of work under this Agreement.

(b) Comprehensive General Liability ("CGL") with minimum combined single limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, covering all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, Independent Contractors, and products. The policy shall contain a severability of interest provision and shall be endorsed to include County and County's officers, employees, and contractors as additional insureds. A company authorized to conduct business in the State of Georgia must issue

this policy. Excess liability coverage may be used in combination with the base policy to obtain the required limits.

(c) Business Automobile Liability Insurance ("BAP") with liability limits of not less than \$1,000,000.00, covering any owned, nonowned, or hired motor vehicles. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.

(d) If applicable, Employers' Liability Insurance coverages with liability limits of not less than \$1,000,000.00 per accident for bodily injury by accident, \$1,000,000.00 per employee for bodily injury by disease, and \$1,000,000.00 per accident for bodily injury/disease aggregate. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.

Prior to the commencement of Service, Contractor shall submit certificates of insurance acceptable to County. Each insurance policy required above shall be issued by a company licensed by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and, except otherwise stated in this Agreement, shall be an insurer with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or larger.

One original certificate of insurance with all endorsements attached must be deposited with County for each insurance policy required. Contractor is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.

All deductibles shall be paid by Contractor. All liability policies obtained by Contractor in satisfaction of this Agreement shall be primary and noncontributory, shall list Macon- Bibb County and all elected officials, officers, agents, and employees thereof as additional insureds, and all such policies shall apply separately to each insured against whom any claim is made or suit is brought, except with respect to limits of insurance provided. All coverage shall be provided on a "pay on behalf" basis, with defense costs paid in addition to policy limits and there shall be no cross liability asserted by Contractor. Contractor shall provide current certificates of insurance for all insurance types required under this Agreement and shall provide updated certificates of insurance no later than thirty (30) days prior to the renewal or amendment of any required insurance policy. Contractor shall provide complete copies of any or all insurance policies upon written demand. No policy shall be cancelled, non-renewed, or have policy limits reduced outside of this Agreement unless County is given thirty (30) days advance notice from Contractor. Contractor shall further require that no insurer shall cancel, non-renew, or reduce the policy limits of any policy required under this Agreement without first giving thirty (30) days written notice to County.

The County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of this Agreement, and Contractor assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

14. Confidential Information and Open Records

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

15. Audit Clause

County or its authorized agent shall have the right to audit and inspect financial records or other records of Contractor pertaining to services offered under this Agreement or compliance with any term thereof, from time to time during the term of this Agreement, upon reasonable notice to Contractor and between the hours of 9 AM and 5PM EST.

16. Publicity

Contractor shall not release without prior written approval from County, any publicity regarding services provided, including but not limited to, notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor..

Pursuant to Section 1-13 of the Macon-Bibb County Code of Ordinances, Contractor shall not utilize the County seal, County tagline, or an official emblem or logo of Macon-Bibb County or of Macon-Bibb County programs without written permission from the Mayor or their designee.

Contractor shall not make any statements, representations, promises, or commitments as if speaking on behalf of the County in any official capacity. Statements, representations, promises, and commitments made by Contractor shall not be binding on the County.

17. Confidentiality

Contractor shall not disclose, directly, or indirectly, any confidential information or trade secrets of County without prior written consent of County or pursuant to a lawful court order directing such disclosure.

18. Discrimination and ADA Compliance

To the extent applicable, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

19. Drug-Free Workplace

Contractor and any subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no

tolerance policy for violation of this rule, and any such violation shall be cause for the County to terminate this Agreement without offering any opportunity for Contractor to cure such violation.

20. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:

Macon-Bibb County, Georgia
Attn: Mayor
700 Poplar Street
Macon, Georgia 31202-0247

For Contractor:

Teeger Entertainment & Consultants Inc
Attn: Al Tillman
109 Charlotte Ct., Macon, Georgia 31220
Email: teegerunity@gmail.com;
teeger@cox.net

Copy To:

Macon-Bibb County
Attn: County Attorney's Office
PO Box 247
Macon, Georgia 31201

Either Party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

21. Force Majeure

Any delay or non-performance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance. This provision shall not apply to delays or non-performance caused by COVID-19. In the event that circumstances beyond the control of the Parties renders the Facilities unusable for the purposes of holding entertainment or sporting events for a period of greater than ninety (90) days, then the County may terminate this Agreement according to the provisions concerning the closure of Henderson Stadium as an event venue.

22. Dispute Resolution and Jury Trial

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties may try in good faith to settle the dispute by mediation before resorting to some other dispute resolution procedure or litigation; however, mediation is not a required pre-condition to litigation. Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County State or Superior Court, or the Federal District Court for the Middle District of Georgia (Macon Division). County does not agree to

arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

23. Attorney's Fees

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

24. Authority to Execute

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

25. Counterparts

This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

26. Electronic Representations and Records

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

27. Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

28. Severability

In the event that any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

29. Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

30. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations or agreements, oral or written, between the Parties pertaining to the same subject matter. This Agreement may only be amended or modified in writing by consent of both Parties. Contractor may not unilaterally amend or modify this Agreement by including provisions in its invoices, or other business forms, which shall be deemed objected to by County and of no force or effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date executed by both Parties.

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor

Date

Attested: _____
Janice S. Ross, Clerk of Commission

Date

Teeger Entertainment & Consultants Inc:

Date

Attested: _____
_____(Title)

Date

Exhibit A
Independent Contractor Service Addendum
Scope of Work

Duties:

Contractor will responsible for the marketing, management, and day-to-day operations of Henderson Stadium ("the Facilities") as an event venue.

Marketing. Contactor shall immediately upon the effective date of this Agreement, in collaboration with the Macon-Bibb County Manager, prepare a marketing plan for the Facilities as a venue for events, including sports and music events. Such plan may include but not be limited to the following elements: market research; marketing objectives; marketing strategies; booking priorities; targeted events – local, regional, national and international; number of and types of targeted events per year; internal and external support staff required for regular use of the Facilities; advertising opportunities at the local, regional and national level; attendance goals for specified events; suite and club seat sales strategies; merchandising and retail strategies; food and beverage strategies; other concessions strategies; social media and web presence strategies; a plan for the sale of commercial rights including advertising rights and sponsorships, premium seating, and memorial gifts; and a plan regarding public and media relations.

In the event of any disagreement between Contractor and the County Manager as to the terms or substance of the marketing plan, the County Manager shall have the right to make the final determination. Once approved by the County Manager, the marketing plan may be amended in whole or in part at any time by the County Manager, upon giving ten (10) days' written notice of any intended changes to Contractor, and giving consideration to any response made by Contractor regarding any intended changes.

Upon the County Manager's final approval of the marketing plan for the Facilities, Contractor shall initiate efforts to effectuate the operative marketing plan for the Facilities and shall continue such efforts throughout the term of the Agreement. All marketing efforts of the Contractor shall comply with such plan, and any amendments thereto. Further, pursuant to the terms of this Agreement, all marketing efforts, including any publications, fliers, or other written or verbal communications, must be approved by the County prior to being released to the public.

Generally, Contractor shall promote the Facilities to individuals and groups as an event or sporting venue. Contractor shall coordinate with such individuals and groups to rent the Facilities and assist in planning their respective events. Contractor shall also assist in the marketing of the events to be hosted at the Facilities to the media and members of the community. The goal of all such marketing is maximizing the revenue generated by the Facilities and to increase the usage of the Facilities as a local event venue.

With respect to booking events, Contractor shall assist event organizers with their applications for use of the Facilities and the submission of their rental payments to the Parks and Recreation department. Fees for the usage of the Facilities shall be set by the County Manager, in accordance with County policies and laws, not the Contractor.

All events to be held at the Facilities are subject to approval by the County Manager. Event organizers will be refunded their application fee if their event is not approved by the County Manager.

Management. During the term of this Agreement, Contractor will coordinate with Macon-Bibb County departments to maintain Henderson Stadium as an event venue. Contractor's management duties may include oversight of the events occurring at the Facilities, ensuring that lessees of the Facilities have what they need to pull off successful events. Contractor shall be on-site or on-call before, during, and after events at the Facilities to ensure that the Facilities are prepared for events, that someone is present to assist event organizers with questions or difficulties they may have regarding facilities during events, and ensuring that the events are properly torn down and cleaned, such that the Facilities are restored to their original condition after each event. Contractor shall coordinate with Macon-Bibb County departments to ensure that there is sufficient insurance at the Facilities for all events occurring and that there are emergency plans and traffic and parking plans in place to ensure the safety of attendees at events.

Event policies and procedures will be established by the County and are subject to amendment by the County Manager. Contractor shall ensure that lessees of the Facilities are adhering to all the policies and procedures of the County with respect to use of the Facilities.

Day-to-day Operations: Contractor shall generally ensure that the Facilities are maintained for regular use. Such responsibilities may include coordinating with the Parks and Recreation Department to perform landscape maintenance, regularly inspecting the Facilities and coordinating with the Facilities Department to perform necessary repairs and maintenance, keeping up-to-date supply lists and coordinating with the Parks and Recreation Department for the ordering of required supplies, and coordinating janitorial services for the Facilities to ensure cleanliness, both prior to and during events, as well as at least weekly during weeks when the Facilities are not in use.

Priority Events:

Despite Contractor's general authority to plan and advertise events at the Facilities, subject to the approval of the County Manager and in compliance with the approved marketing plan as described herein, Contractor shall ensure that the following events are scheduled and the Facilities are rented for their usual set rates and for no additional costs:

Soul Jam;

Any County-sponsored event

These aforementioned events are considered priority events and shall be given priority scheduling preference. Contractor shall make reasonable efforts to determine the dates of such priority events as far in advance as practicable so as to avoid inadvertently scheduling a non-priority event for the same date. However, if another event has been scheduled for the dates requested by the event organizers of these specified events, such other event shall be rescheduled or refunded. The County Manager reserves the right to change the list of priority events at any time upon providing written notice to Contractor.

Expenses:

All expenses incurred by Contractor that are not specifically approved in advance and in writing by the County shall be incurred at the sole expense of the Contractor. County has no obligation to reimburse Contractor for any expenses not approved in writing by the County.



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$140,010.00 FROM GENERAL FUND – FUND BALANCE TO THE ENGINEERING DEPARTMENT BUDGET – PROFESSIONAL SERVICES LINE ITEM FOR THE PURPOSE OF FUNDING THE DESIGN AND PLANNING OF IMPROVEMENTS ALONG WALNUT STREET BETWEEN MARTIN LUTHER KING, JR. BOULEVARD AND SEVENTH STREET; TO AUTHORIZE THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BTBB, INC., FOR THE DESIGN AND DEVELOPMENT OF THE IMPROVEMENTS TO BE MADE ALONG WALNUT STREET; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission is committed to increasing pedestrian safety and the continued beautification of public spaces throughout Macon-Bibb County; and

WHEREAS, growing use of Carolyn Crayton Park, Luther Williams Field, and the Elaine Lucas Senior Center and the construction of the Central City Apartments at the corner of Walnut Street and Seventh Street have increased the need for parking and pedestrian improvements along Walnut Street, as more residents and visitors are drawn to this area; and

WHEREAS, the preliminary designs for the improved parking and pedestrian amenities are shown on Exhibit A, attached hereto for reference purposes only; and

WHEREAS, BTBB, Inc., is a local architecture and design consulting firm with the experience and capability to bring the preliminary designs shown in Exhibit A to life; and

WHEREAS, BTBB, Inc., has submitted a cost proposal of \$140,010.00, attached hereto and incorporated herein by reference as Exhibit B, for the formal design and development of the desired parking and pedestrian improvements; and

WHEREAS, on June 18, 2024, the Macon-Bibb County Commission adopted Ordinance O-24-0033, establishing the FY 2025 budget, said ordinance becoming effective July 1, 2024; and

WHEREAS, various budget amendments are necessary to conduct the affairs of Macon-Bibb County and to implement the policies of the governing body; and

WHEREAS, the services to be performed by BTBB, Inc., are appropriately paid from the Engineering Department budget – Professional Services line item, and as such, an appropriation of \$140,010.00 from the General Fund is required; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants; and

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordered and ordained by the authority of the same that:

Section 1.

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of \$140,010.00 from General Fund – Fund Balance to the Engineering Department Budget – Professional Services line item, to be used to fund the improvements to be made on Walnut Street between Martin Luther King, Jr. Boulevard and Seventh Street..

Section 2.

The Macon-Bibb County Commission does hereby authorize the Mayor to enter into a professional services agreement with BTBB, Inc., in the amount of \$140,010.00, as contemplated in Exhibit B, for the design and development of parking and pedestrian improvements along Walnut Street, in a form to be approved of by the County Attorney’s Office, and to be paid from the Engineering Department Budget – Professional Services line item.

Section 3.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4.

The Mayor, and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 5.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 6.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 7.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 8.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 9.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\ORD MACON-BIBB\2024 Miller Walnut Improvements & Appropriation - BTBB - \$140,010.00.Docx

EXHIBIT A



WALNUT STREET SITE PLAN
1" = 50'

WALNUT STREET IMPROVEMENTS MACON, GEORGIA

EXHIBIT B



WALNUT STREET IMPROVEMENTS

Macon, Georgia

BTBB #2021-25

revised July 24, 2024

SCOPE

Improvements to Walnut Street from MLK Jr. Blvd. to Central City Park Entrance, to include street width modifications, curbs, on-street parking, sidewalks, lighting, bike lane, crosswalks, plus clean and paint Norfolk-Southern bridge structure.

- Based on Conceptual Designs for Walnut Street Improvements, dated 5/30/2024.

CONSULTANTS

Survey (property line, Topo, utility)..... Donaldson, Garrett & Associates
Civil Engineering.....Reeves Design Services
Lighting..... Electrical Design Consultants
Overall Project Design, Coordination, Landscaping..... BTBB inc. & WT Designs

FEE PROPOSAL – PROFESSIONAL SERVICES

Survey	\$	20,110	(Direct Cost)
Civil Engineering	\$	58,900	(Direct Cost)
Electrical	\$	20,000	(Direct Cost)
Conceptual Design	\$	14,000	
Overall Project Design, Coordination, Landscaping.....	\$	27,000	
TOTAL PROFESSIONAL SERVICES	\$	140,010	

ADDITIONAL SERVICES

Additional Services of the Architect, if required and approved by the Owner, hourly rates shall be as follows:

Principal / Architect	\$180.00 per hour
Staff Architect	\$130.00 per hour
Draftsman	\$ 95.00 per hour
Clerical	\$ 70.00 per hour

Hourly rates for multi-year contracts shall increase at a rate of 5% annually, commencing on the first of each successive year.

Additional Services of the Architect's Consultant(s), if required, 1.5 x actual Consultant's costs billed to the Architect.

Reimbursables: 1.5 x actual out-of-pocket expenses for long distance telephone calls, mileage, CD's, reproductions, professional renderings, mailing and shipping, professional cost estimates, and fees paid for securing approval of authorities having jurisdiction over the project.

Architectural Services as outlined above will be billed on a monthly basis; payments are due and payable fifteen (15) days from the date of the Architect's invoice.



Robert W. Brown, President
BTBB inc.

July 24, 2024
Date



LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$342,500.00 FROM GENERAL FUND – FUND BALANCE TO THE INTERGOVERNMENTAL – HEALTH & WELFARE MBC TRANSIT LINE ITEM FOR THE PURPOSE OF PROVIDING FUNDING TO MACON TRANSIT AUTHORITY FOR INCREASED INSURANCE COSTS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 18, 2024, the Macon-Bibb County Commission adopted ordinance O-24-0033, establishing the FY25 budget, said ordinance to become effective on July 1, 2024; and

WHEREAS, various budget amendments are necessary to conduct the affairs of Macon-Bibb County and to implement the policies of the governing body; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

Section 1

The Macon-Bibb County Commission does hereby approve and authorize a supplemental appropriation of \$342,500.00 from General Fund – Fund Balance to the Intergovernmental – Health & Welfare MBC Transit line item for the purpose of providing funding to the Macon Transit Authority for increased insurance costs, in accordance with the Budget Amendment form attached hereto and incorporated herein by reference as Exhibit A.

Section 2.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 3.

The Mayor, and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 4.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 5.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 6.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 7.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 8.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\ORD MACON-BIBB\2024 Miller Supplemental Appropriation For MTA - \$342,500.00 8-16-24.Docx

EXHIBIT A



LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE APPROPRIATION OF \$500,000.00 IN AMERICAN RESCUE PLAN ACT FUNDS FOR THE PURPOSE OF PROVIDING FUNDING FOR THE MACON MENTAL HEALTH MATTERS PROGRAM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Macon-Bibb County recorded its first case of the disease caused by the 2019 Novel Coronavirus SARS-CoV-2, COVID-19, on March 16, 2020; and

WHEREAS, COVID-19 became a global pandemic that caused dramatic changes to daily lives and operations worldwide throughout 2020, 2021, and into 2022; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act of 2021 (“ARPA”) into law as Public Law 117-2; and

WHEREAS, in addition to a variety of targeted economic stimulus and recovery appropriations, Section 9901 of the ARPA amended Title VI of the Social Security Act, 42 U.S.C. § 803, to appropriate \$130.2 Billion in direct payments to local city and county governments through a program known as State and Local Fiscal Recovery Funds (“SLFRF”) program; and

WHEREAS, the United States Treasury Department has calculated that the direct payment allocation to Macon-Bibb County should be \$29,749,340.00 in county funding,¹ and \$46,115,570.00 in metropolitan city funding,² for a total anticipated allocation of \$75,864,910.00; and

¹ See, United States Treasury Department Table, *available at* https://home.treasury.gov/system/files/136/fiscalrecoveryfunds_countyfunding_2021.05.10-1a-508A.pdf (last accessed May 27, 2022).

² See, United States Treasury Department Allocation for metropolitan Cities Table, *available at* <https://home.treasury.gov/system/files/136/fiscalrecoveryfunds-metrocitiesfunding1-508A.pdf> (last accessed May 27, 2022).

WHEREAS, the United States Treasury Department has indicated that Macon-Bibb County will receive these ARPA funds in two tranches of 50% each, with one paid in 2021, and the other approximately twelve months later in 2022; and

WHEREAS, the Macon-Bibb County government has received both tranches of approximately \$75.8 Million in ARPA local government assistance funding; and

WHEREAS, on April 1, 2022, the Treasury Department made effective the Final Rule concerning the expenditure of local government assistance funds under the ARPA, which rule is implemented in Part 35 of Title 31 of the Code of Federal Regulations; and

WHEREAS, the Final Rule provides that the money received by local governments may be spent on certain enumerated items in response to the COVID-19 public health emergency and the negative economic impacts thereof; and

WHEREAS, in December 2022, Congress amended the SLFRF program through the Consolidated Appropriations Act, 2023, providing additional flexibility for recipients to use SLFRF funds to respond to natural disasters, build critical infrastructure, and support community development; and

WHEREAS, on September 20, 2023, Treasury issued a 2023 Interim Final Rule implementing the Consolidated Appropriations Act, 2023 amendments to the SLFRF program; and

WHEREAS, the Macon-Bibb County Commission desires to appropriate the local government assistance funds received by the County in a way that complies with all applicable federal law, regulations, and guidelines; and

WHEREAS, the Macon-Bibb County Commission desires to appropriate an additional \$500,000.00 in American Rescue Plan Act funds for the purpose of providing continued funding for the Macon Mental Health Matters program in accordance with 31 CFR 35.6(b)(3)(i)(C); and

WHEREAS, Macon-Bibb County is party to a contract with The Southern Center for Choice Theory, LLC (C-23-0033) for the provision of services for the Macon Mental Health Matters program; and

WHEREAS, the Macon-Bibb County Commission desires to amend the agreement with The Southern Center for Choice Theory, LLC to order to reflect the additional funding for the Macon Mental Health Matters program and to provide for a longer term; and

WHEREAS, the appropriations authorized by this Ordinance will be utilized in compliance with the aforementioned Act, Final Rule, and Interim Final Rule; and

WHEREAS, the Macon-Bibb County Commission finds that the appropriations authorized by this ordinance are allowable under the ARPA, Final Rule, and Interim Final Rule and finds that this ordinance is an effective use of ARPA funds to address one or more components of the COVID-19 public health emergency and its economic impact on Macon-Bibb County; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

Section 1

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of \$500,000.00 from American Rescue Plan Act funds in accordance with the regulations issued by the United States Department of Treasury, to be used to provide funding to the Macon Mental Health Matters program.

Section 2.

The Macon-Bibb County Commission does hereby authorize the Mayor to amend the existing agreement with The Southern Center for Choice Theory, LLC to provide the organization with the funds appropriated by this Ordinance, to amend the term of the agreement, and to establish the terms and conditions of the use of the American Rescue Plan Act funds, in a form to be approved by the County Attorney's Office.

Section 3.

The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

Section 4.

The Mayor, and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 5.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 6.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and not mutually dependent upon each other or upon any other provisions in the Macon-Bibb County Code of Ordinances. If any sections, paragraphs, sentences, clauses, or phrases of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance, or any other provisions of the Macon-Bibb County Code of Ordinances.

Section 7.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 8.

All ordinances or resolutions, or parts of ordinances or resolutions in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 9.

Pursuant to and in accordance with Section 14 of the Charter, the Mayor may disapprove or reduce any item or items of appropriation in this Ordinance. The approved part or parts of this Ordinance making appropriations shall become law effective immediately upon its approval by the Mayor, and the part or parts disapproved shall not become law unless subsequently passed into law by the Commission over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\ORD MACON-BIBB\2024 Miller Appropriating \$500,000 In ARPA Funds For Macon Mental Health Matters 8-16-24.Docx



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO SET THE QUALIFYING FEES FOR THE SPECIAL ELECTION TO FILL THE UNEXPIRED TERM OF DR. ANISSA JONES REPRESENTING DISTRICT 1; AND FOR OTHER PURPOSES.

WHEREAS, in March 2024, Dr. Anissa Jones, District 1 representative on the Macon Water Authority Board qualified to run for the position of District 143 Representative in the Georgia House of Representatives; and

WHEREAS, pursuant to Article II, Section 2, Paragraph V of the Georgia Constitution, the office of any state, county, or municipal elected official shall be declared vacant upon such elected official qualifying, in a general primary or general election, or special primary or special election, for another state, county or municipal elective office or qualifying for the House of Representatives or the Senate of the United States if the term of office for which such official is qualifying for begins more than thirty (30) days prior to the expiration of such official's present term of office; and

WHEREAS, a special election is needed to fill the unexpired term of office left by Dr. Jones's vacancy; and

WHEREAS, the Macon-Bibb County Board of Elections has issued a call to hold such special election on November 5, 2024, in conjunction with the general election; and

WHEREAS, O.C.G.A. § 21-2-131(1)(A) provides that, "The governing authority of any county or municipality, . . . at least 35 days prior to the special primary or election in the case of a special primary or special election, shall fix and publish a qualifying fee for each county or municipal office to be filled in the upcoming primary or election. Except as otherwise provided in

subparagraph (B) of this paragraph, such fee shall be 3 percent of the total gross salary of the office paid in the preceding calendar year including all supplements authorized by law if a salaried office.”; and

WHEREAS, the annual salary for District 1 Representative on the Macon Water Authority Board is \$10,800.00; and

WHEREAS, O.C.G.A. § 21-2-132(d)(3) provides that, “Each candidate for a county office, or his or her agent, desiring to have his or her name placed on the election ballot shall file notice of his or her candidacy in the office of the superintendent of his or her county . . . no later than 25 days prior to the election in the case of a special election”; and

WHEREAS, O.C.G.A. § 21-2-540(b) provides, “The period during which candidates may qualify to run in a special primary or a special election shall remain open for a minimum of two and one-half days.”; and

WHEREAS, the Macon-Bibb County Commission desires for the qualifying period for this special election to run from September 11-13, 2024; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the following qualifying fees shall be established and fixed for the following offices for the 2024 upcoming special election:

ELECTED OFFICE	ANNUAL BASE MINIMUM SALARY	3% QUALIFYING FEE
Macon Water Authority District 1	\$10,800.00	\$324.00

BE IT FURTHER RESOLVED that the Macon-Bibb County Board of Elections, pursuant to O.C.G.A. § 21-2-131(a)(1)(A), shall publish such qualifying fees in the county’s legal organ of record as soon as practicable, and that the Macon-Bibb County Board of Elections shall make such information available to the general public.

BE IT FURTHER RESOLVED that the qualifying period for the special election for District 1 Representative on the Macon Water Authority Board shall be held from September 11-13, 2024.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded by the Clerk of Commission to the Elections Supervisor of Macon-Bibb County.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor and the Elections Supervisor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this _____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2024 Miller Setting Qualifying Fees and Dates for Water Authority District 1 Special Election 8-12-24.docx